

Nebraska Public Power District  
**EASEMENT FOR ELECTRIC TRANSMISSION LINE**

KNOW ALL MEN BY THESE PRESENTS:

That Evelyn G. Branzovsky, a widow, <sup>L.F.</sup>Estate interest holder of Saline County, Nebraska, in consideration of \$1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 3250.00, do(es) hereby grant and convey unto Nebraska Public Power District (hereinafter called District), its lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines, including all necessary poles, wires, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location of the right-of-way is described as follows:

A strip of land, over, upon, and across a portion of the S 1/2 of the NW 1/4 of Section 18, Township 6 North, Range 3 East of the 6th P.M. in Saline County, Nebraska, said strip of land is variable from 64 feet to 81 feet in width and is located south of a sideline, said sideline is described as follows: Beginning on the west line 64 feet north of the southwest corner of the said S 1/2 of the NW 1/4; thence easterly, to a point 81 feet north of the south line and 609 feet east of the west line of the said S 1/2 of the NW 1/4; thence easterly at a deflection angle to the right, ending on the east line 81 feet north of the southeast corner of the said S 1/2 of the NW 1/4, said strip of land containing 4.7 acres, more or less.

Said strip of land is shown on Exhibit "A" attached hereto and incorporated herein.

The District shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines or any associated equipment used in connection therewith.

The District shall also have the right at any time to trim or remove such trees and underbrush within the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith, including but not limited to topping or removing any other trees which in falling would come within fifteen (15) feet of the nearest electric line conductor. All refuse from such tree cutting or trimming shall be burned or removed by the District, and the District shall have the right to control by chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the District in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The District agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the District's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the District for such placements.

N6

22-070-035180  
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The District agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The undersigned agrees and represents that she has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 27 day of September, A.D., 1995.

SIGNATURE

Evelyn G. Branzovsky  
Evelyn G. Branzovsky

STATE OF NEBRASKA

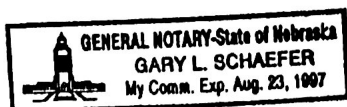
COUNTY OF Saline

)  
) ss  
)

On this 27 day of September 1995, before me the undersigned, a Notary Public in and for said County and State, personally appeared Evelyn G. Branzovsky, personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

My Commission expires on the 23 day of August, 1997.



Gary L. Schaefer  
Notary Public

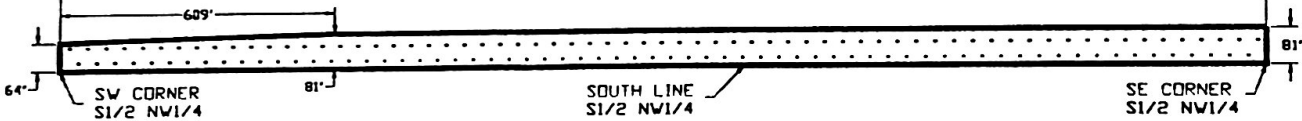
(FOR REGISTER OF DEEDS STAMP)

N1/2 NW1/4

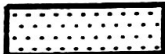
S1/2 NW1/4

WEST LINE  
S1/2 NW1/4

EAST LINE  
S1/2 NW1/4

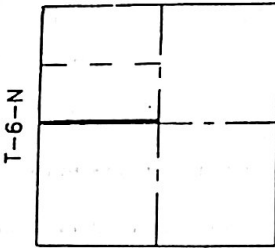


Sidelines of Easement Area



Easement Area  
Contains 4.7 Acres ±

Saline County, Nebraska  
R-3-E



Section 18  
Vicinity Sketch



Exhibit "A"

NEBRASKA PUBLIC POWER DISTRICT			
DRAWING OF EASEMENT RIGHT-OF-WAY FOR PAULINE-MOORE 345 KV TRANSMISSION LINE			
PREPARED BY	W.O. NO.	CHECKED BY	APPROVED BY
SMZ 4/5/95	24100		
SCALE	1"=400'	TRACT NO. 22-070-035180	REV. 0

STATE OF NEBRASKA }  
SALINE COUNTY } ss

Entered in numerical index and filed  
for record, the 5 day of October  
1995 at 9:00 o'clock A.M. and record-  
ed in Book 265 of Records, Page 328-330

*Thomas R. Rypa*  
County Clerk

From, Chg. and Return to:  
Pauline Moore Project Office  
P. O. Box 271  
Geneva, NE 68361  
Fee: \$15.50 Chg.