

Lumir Chalupa

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TRANSMISSION LINE
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (hereinafter called the "Grantor") Lumir Chalupa and Helen Chalupa (~~unmarried~~) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Norris Public Power District, a public corporation (hereinafter called the "District") whose postoffice address is Beatrice, Nebraska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Saline, State of Nebraska, and more particularly described as follows: The Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2), Township Seven (7) North, Range Four (4) East of the 6th P.M.

and to construct, reconstruct, repair, operate and maintain on the above described lands and/or in or upon all roads or highways abutting said lands, an electric transmission line or system, including all necessary poles, towers, guys, wires and fixtures, and to cut and trim trees and shrubbery located within (twenty) feet of the center line of said transmission line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons or corporations: _____

This easement is subject to the following terms and conditions:

- (1) The center line of said transmission line or system as constructed shall be located approximately 3 feet inside the south property line of said lands.
- (2) The District shall have the right of ingress and egress across grantors' property for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line. Such ingress and egress shall be exercised in a reasonable manner and as nearly as possible in conformity with the wishes of the owners or occupant of the premises.
- (3) The District shall at all times exercise all due care and diligence to avoid damage to the fences, crops, livestock or other personal property on said real estate and shall indemnify and save harmless the grantors from any such damage occurring to such property by reason of the negligent construction, operation, maintenance and removal of said transmission line.
- (4) The Grantors, their heirs or assigns, shall not allow any building or other structure, hay or strawstack, tree or any other combustible material or property to remain or be placed under or near the said transmission line in such manner as to interfere with the safe operation or maintenance of said line, or in such manner as might result in damage to the property of either party from fire or any other cause.

(5) In event of removal of the said transmission line and the abandonment of the right-of-way herein granted for a period of five (5) years, then this easement shall terminate and all rights under it shall revert to the grantors, their heirs or assigns.

(6) The Grantors, their heirs or assigns, shall be entitled to the full use and enjoyment of said premises, subject only to the rights of District herein conveyed.

(7) The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the District's expense, shall remain the property of the District and be removable at the option of the District.

(8) The District agrees to pay to the undersigned for the privileges herein granted, when said transmission line or system has been completely constructed, compensation as follows:

For poles of said transmission line located within the boundaries of said lands, \$0.00 each if located in cultivated field, and \$5.00 each if located in permanent pasture or uncultivated land.

For anchors of said transmission line located within the boundaries of said lands, \$25.00 each if located in cultivated field, and \$25.00 each if located in permanent pasture or cultivated land. Any anchors beyond the Three (3) foot line shall be \$50.00 each.

Such compensation shall be full payment for all rights and privileges herein granted.

IN WITNESS WHEREOF, the undersigned have set their hands this 15th day of September, 1965.

Signed and delivered in the presence of:

R. L. Adams

Lumini Chalupa
(husband)

Helena Chalupa
(Wife)

Address of Grantors RR #1 Carter, Mo. Co.

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF Polk) SS. On this 15th day of September, 1965, before me, a notary public duly commissioned and qualified for and in said county, personally came Lumini Chalupa and Helena Chalupa to me known to be the identical persons whose names are affixed to the foregoing instrument as grantor and and acknowledged the same to be their voluntary act and deed.

Witness my hand and seal the day and year last above written. My commission expires Dec. 8, 1970

R. L. Adams
Notary Public