

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Leonard A. Lutzmann and his wife, of Nemaha 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 \$ 2.00 for 2 poles and 10 anchors when set on the following described property, do hereby grant and convey unto the Consumers 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, and remove all necessary poles, wires, guys and other necessary equipment, in connection therewith, on, and across the following property situated in Nemaha County, Nebraska, more particularly described as follows:

The East Half of the Northeast Quarter (E 1/2 NE 1/4) of Section Thirty-Five (35), Township Five (5) North, Range Thirteen (13) East of the 6th P.M.

the right-of-way across the above described real estate shall be 75 feet on each side of the centerline of the electric transmission line described as follows (as scaled from aerial photographs), and said centerline shall be finally established by the actual location of the electric transmission line as originally constructed on said premises:

Entering the property on the east property line at approximately one thousand ninety (1090) feet south of the north property line; thence extending in a westerly direction on and across the above described property.

The Grantee shall also have the right of ingress and egress across the property to its officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection, and removal of said line.

The Grantee shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe construction or operation of the lines and equipment used in connection therewith, including but not limited to removal of any and all trees and brush within 75 feet of the centerline of said transmission line and topping or removing any other trees which in falling would come within 15 feet of the nearest electric line conductor. All refuse from such tree cutting or trimming shall be burned or removed by the Grantee. In addition, the Grantee shall have the right to control by chemicals all weeds, trees, and brush along the described right-of-way if the right-of-way is not being utilized for cultivated crops.

The Grantee agrees to pay the Grantors or lessee, as their interests may appear for any damage to personal property, fences, livestock, and to growing crops caused by the survey, construction, reconstruction, inspection, repair, maintenance, operation, and removal of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein. It is further agreed that in the future, all claims for damages must be submitted to the Grantee in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

Grantor may cultivate, use, and enjoy the land within the right-of-way, provided that such use shall not, in the judgment of the Grantee, endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, operation, and removal of said line and provided further that the

Grantor shall not allow any combustible trash or property, buildings, structures, hay or straw stacks to remain or be placed within 75 feet of the aforesaid centerline.

The Grantee agrees that should the transmission lines constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

Scheduled payment for rights herein granted shall be made to the Grantor in the amount above provided, which has been calculated on the following basis:

|                               | In Untillable Field or Pasture | In Cultivated Fields | In Irrigated Fields |
|-------------------------------|--------------------------------|----------------------|---------------------|
| Per Pole .....                | \$ _____                       | \$ 100               | \$ _____            |
| Per Anchor .....              | \$ _____                       | \$ _____             | \$ _____            |
| Tree Cutting & Trimming ..... | \$ _____                       |                      |                     |
| Overhang of Conductors .....  | \$ _____                       |                      |                     |
|                               | \$ _____                       |                      |                     |

Signed the 22 day of September, A.D., 19 67.

WITNESS Aubrey Gaines

Leonard Lutzmann

Grantor

STATE OF NEBRASKA, COUNTY OF Nemaha }

On this 22 day of Sept., 1967, before me the undersigned, a Notary Public in and for said County and State, personally appeared Leonard Lutzmann

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 his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written. (General Notary Seal) My Commission expires on the 26 day of May, 1973. Aubrey Gaines Notary Public

(FOR REGISTER OF DEEDS STAMP)

No. 8172 E-N-G-R-C-M-T-A STATE OF NEBRASKA, COUNTY OF NEMAHIA } SS I hereby certify that this instrument was entered on numerical index and filed for record this 27th day of September 1967, at 4:33 o'clock A.M. and recorded in Book No. 81 of 22nd page 421. Lester J. Munnachreck COUNTY CLERK Edna M. Backle DEPUTY Fee \$ 1.25