

Nebraska Public Power District
EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That Floyd D. and Evelyn M. Herman, husband and wife, (herein called Grantor), 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 \$ 10,128.00, 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, under, upon, and across a portion of the SW 1/4 of the NE 1/4 and a portion of the NW 1/4 of the SE 1/4, all in Section 34, Township 7 North, Range 4 East of the 6th P.M. in Saline County, Nebraska, said strip of land is 200 feet in width, being 100 feet north and 100 feet south of a reference line (the reference line being the approximate centerline location of the Electric Transmission Line), said reference line is described as follows: Entering the property on the west line 44 feet north of the southwest corner of the said SW 1/4 of the NE 1/4; thence easterly, leaving the property on the east line 80 feet north of the southeast corner of the said SW 1/4 of the NE 1/4. The north sideline of said strip of land is lengthened or shortened to begin on the west line of the said SW 1/4 of the NE 1/4 and to end on the east line of the said SW 1/4 of the NE 1/4. The south sideline of said strip of land is lengthened or shortened to begin on the west line of the said NW 1/4 of the SE 1/4 and to end on the east line of the said NW 1/4 of the SE 1/4;

AND

A strip of land, over, upon, and across a portion of the NW 1/4 of the SE 1/4 of Section 34, Township 7 North, Range 4 East of the 6th P.M. in Saline County, Nebraska, said strip of land is variable from 41 feet to 25 feet in width and is located west of a sideline, said sideline is described as follows: Beginning on the south line 41 feet east of the southwest corner of the said NW 1/4 of the SE 1/4; thence northerly, ending on the south sideline of the strip of land described above 25 feet east of the west line and 56 feet south of the north line of the said NW 1/4 of the SE 1/4. Said strips of land containing a total of 7.1 acres, more or less.

Said strips of land are 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.

RVSD.05-30-95

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22-128-035180

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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.

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 agree and represent that they have read and understand the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned have 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 12th day of July, A.D., 1993.

SIGNATURE

Floyd D. Herman
Floyd D. Herman

SIGNATURE

Evelyn M. Herman
Evelyn M. Herman

STATE OF NEBRASKA

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) ss

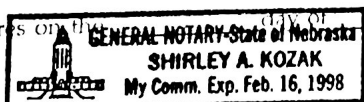
COUNTY OF Saline

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On this 12th day of July, 1993, before me the undersigned, a Notary Public in and for said County and State, personally appeared Floyd D. and Evelyn M. Herman, 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 their voluntary act and deed for the purposes therein expressed.

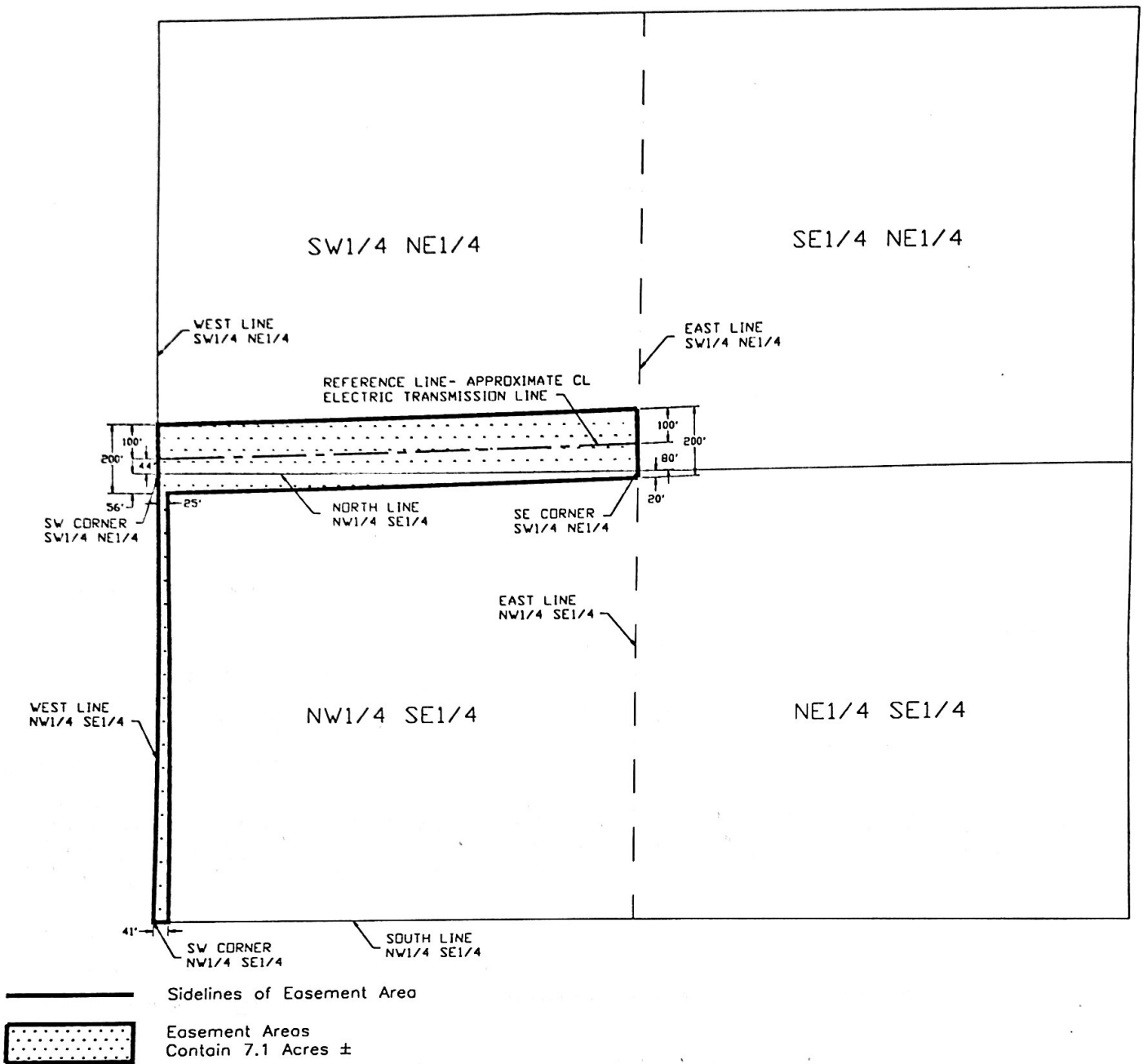
WITNESS my hand and notarial seal the date above written.

My Commission expires on the _____ day of _____, 19____.

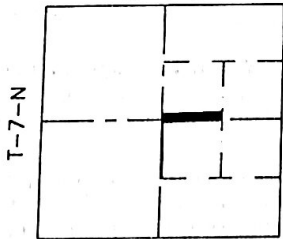


Shirley A. Kozak
Notary Public

(FOR REGISTER OF DEEDS STAMP)



Saline County, Nebraska
R-4-E



Section 34
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 4/28/95	24100	CRP	
SCALE 1"=400'	TRACT NO. 22-128-035180	REV. 1	

REVISION	5/18/95
NO.	1

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

STATE OF NEBRASKA } ss
SALINE COUNTY

Entered in numerical index and filed
for record, the 18 day of July
19 95 at 11:49 clock A. M. and record-
ed in Book 264 of Records Page 74-76

Norman K. Bypa
Deputy County Clerk