

54453

RIGHT OF WAY EASEMENT

That **CONOCO, INC.**, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00 and OVC), duly paid, the receipt whereof is duly acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby GRANT, REMISE and RELINQUISH unto Norris Public Power District, a public corporation, its successors and assigns, herein called "the District" as follows:

The permanent right, privilege and easement to survey, construct, reconstruct, relocate, maintain, inspect, operate, alter and replace electric transmission lines and appurtenances thereto including structures, structure foundations, poles, pole foundations, down guys, anchors, insulators, underground cables, communication lines, wires and supports upon, above, along, under, in and across the following described real property, to wit:

Lot Thirteen (13), irregular tract located in the Northwest Quarter (NW 1/4) of Section One (1), Township Eight (8) North, Range Six (6) East, Lancaster County, Nebraska;

and more particularly described as follows:

Commencing at the Northwest corner of Section One (1), Township Eight (8) North, Range Six (6) East, of the 6th Principal Meridian Lancaster County, Nebraska; thence in an easterly direction along the north line of Section One (1), a distance of eight hundred and ninety (890) feet to the point of beginning; thence in a southerly direction eight hundred and ninety (890) feet from and parallel to the west line of Section One (1), a distance of eighty (80) feet; thence in an easterly direction eighty (80) feet from and parallel to the north line of Section One (1), a distance of twenty (20) feet; thence in a northerly direction nine hundred and ten (910) feet from and parallel to the west line of Section One (1), a distance of eighty (80) feet; thence in a westerly direction along the north line of Section One (1), a distance of twenty (20) feet to the point of beginning.

To have and to hold unto Norris Public Power District, Beatrice, Nebraska, its successors and assigns, forever, or until released by the District.

The District shall have the right of reasonable ingress and egress to and from the easement area from public roads and streets and from adjacent properties for its employees, contractors, vehicles, and equipment, and shall have the right to remove, control, impede the growth of, trim, and clear away any trees, weeds, shrubs, roots, limbs, or other surface materials which now or at any future time are located on, overhang, or extend onto the easement area and which interfere with or jeopardize lines to be constructed or installed by the terms of the easement. Grantor hereby grants to the District the right to top or remove any trees which, in falling would come within 15 feet of the nearest electric line conductor. The District will remove all brush, trimmings and debris at its expense.

It is the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above-described property for any purpose except the construction of buildings or structures, storage of any flammable material, metal or other hazard to or interfere with, the rights of the District to use the same for the purpose herein expressed in accordance with the terms hereof and subject to any prior leases or easements of record heretofore granted to other parties. Grantor shall not change or alter the grade of the right-of-way described herein above without the prior written approval of the District.

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As soon as possible following completion of any construction by the District in the easement area the District will cause to be removed from the property herein above described all debris and construction equipment and restore the premises to the extent practical. Any damage to crops of Grantor or any tenant resulting from the entry upon the property of Grantor for construction, maintenance, or repair purposes shall be paid to Grantor or Grantor's tenant as determined by agreement of the parties or as determined by law.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, lessees, successors and assigns of the respective parties and the easements, rights, obligations and privileges of the District created by this instrument shall not in any manner be released, waived, or in any way terminated or affected by any delay, failure or lack of use by the District for any period of time.

In Witness Whereof, we have hereunto set our hands this 31st day of July, 1992.

CONOCO INC.

BY: *E. L. Oshlo*

~~CONOCO INC.~~

E. L. OSHLO

Vice-President and General Manager, Transportation

600 N. Dairy Ashford

Houston, TX 77079

Address

SOCIAL SECURITY NUMBER

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Harris) SS.

Before me a Notary Public, qualified for and in said County, personally came the representative for Conoco, Inc., known to me to be the identical person, who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on this 31st day of July, 1992.

BLOCK

My Commission Expires: 08/02/95

Tracey L. Devore
Notary Public

CODE

CHECKED

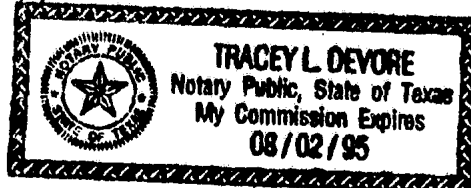
ENTERED

ENTERED

LANCASTER COUNTY, NEB

Dan Heltz

REGISTER OF DEEDS



DEC 2 3 00 PM '92

\$10.50

INST. NO. 92

54453

Notary Public
Devore

Check Rec. # 00146 & Rec. # 00147 M