

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That James J. O'Brien and Julia E. O'Brien, his wife, of Lancaster County, Nebraska, in consideration of \$ 1400, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 1400.00, do 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 enter upon and 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, upon, over and across a strip of land 150 feet in width, being 75 feet on each side of the centerline of said right of way, across property situated in Lancaster County, Nebraska, said property being more particularly described as follows:

The South Half of the Southwest Quarter (S 1/2 SW 1/4) of Section Thirty-Five (35), Township Nine (9) North, Range Seven (7) East of the 6th P.M.

The approximate centerline of said right of way is 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 south property line at a point approximately one thousand seven hundred fifty-seven (1757) feet west of the southeast corner of said property, thence in a northeasterly direction on and across the property and leaving the property at a point approximately four hundred eighty-five (485) feet west of the northeast corner of said property.

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 its survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines.

The District 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, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith, including but not limited to removal of any and all trees and brush within the easement area and 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 the original 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 be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area after 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 agrees and represents that he 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 21 day of July, A.D., 1970

WITNESS

William C. Bell

James J. O'Brien
James O'Brien
Julia E. O'Brien
Julia E. O'Brien

STATE OF NEBRASKA
COUNTY OF Lancaster

On this 21 day of July, 1970, before me the undersigned, a Notary Public in and for said County and State, personally appeared James J. O'Brien and Julia E. O'Brien, personally known to me 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 purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

My Commission expires on the 3 day of March, 1973.

William C. Bell
Notary Public

(FOR REGISTER OF DEEDS STAMP)

LANCASTER COUNTY NEBR.
Karnette L. Ferguson
REGISTER OF DEEDS

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ENTERED IN
NUMERICAL INDEX.
FILED FOR RECORD AS:
INST. NO. 70-7673

INDEXED 7690
MICRO-FILED
GENERAL Misch.

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