

{STATE OF NEBRASKA} SS
{ BUTLER COUNTY }
Entered in numerical index and
filed for record in the clerk's office of said
county this 26th
day of September 2008 at 10
o'clock and 31 minutes A. M.
and recorded in FILMBOOK# 08-1638
Victor J. Truppa
County Clerk
By Sharon Woolsey Deputy

**Nebraska Public Power District
EASEMENT FOR ELECTRIC TRANSMISSION LINE**

That Michael T. Crook, a single person; and H. Keith Crook, Life Estate Holder of BUTLER County, Nebraska, in consideration of \$ 10,832.50, receipt of which is hereby acknowledged, do(es) hereby grant and convey unto Nebraska Public Power District (hereinafter called District), a public corporation and political subdivision of the State of Nebraska, its lessees, successors, and assigns, the perpetual right, privilege, and easement for a right-of-way to survey, construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct an electric transmission line, including all necessary structures, electric wires, communication cables and wires, guys, and any other equipment used in connection therewith, (hereinafter collectively called the electric transmission line), 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 over, under, upon and across the premises described as follows:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 EAST OF THE SIXTH P.M., BUTLER
COUNTY, NEBRASKA, LYING SOUTH OF THE RAILROAD RIGHT-OF-WAY.

THE ELECTRIC TRANSMISSION LINE EASEMENT AREA IS 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 right-of-way for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation, and reconstruction of the District's electric transmission line.

The District, in its sole discretion, shall have the perpetual right, but not the obligation, to trim, cut, and clear the right-of-way and to keep the right-of-way clear of all brush, trees, and undergrowth, fire hazards, buildings, structures, and other obstructions, and to trim, cut, or remove any other trees located outside the right-of-way which in falling could come within fifteen (15) feet of the electric transmission line. All refuse from such tree cutting or trimming shall be disposed of in any manner deemed suitable by District. The District shall have the right to use chemicals to control all trees and brush within the right-of-way if said right-of-way is not used 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 growing crops caused by the survey and original construction of the District's electric transmission line. The District agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, any land which is damaged as a result of said construction. Final payment shall be made on or before 60 days after completion of the original construction.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and growing crops and to take all reasonable steps to restore any land which is damaged after the original construction of the District's electric transmission line resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission line. 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 Grantor may cultivate, use, and enjoy the land within the right-of-way, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation or reconstruction of the District's electric transmission line. The following activities are prohibited within the right-of-way, unless written permission is granted by the District: (a) Grantor shall not place or maintain buildings, structures, flammable material, hay, or straw stacks; (b) Grantor shall not install new wells; (c) Grantor shall not plant any trees; (d) Grantor shall not burn any type of material or vegetation; and (e) Grantor shall not change or alter the grade of the terrain.

The District agrees that if the right-of-way is not used for the purposes stated herein, or if any electric transmission line constructed hereunder is removed and not replaced by another electric transmission line, for a period of five years, the right-of-way or easement acquired for its construction shall revert to the owner of the property affected.

The undersigned agrees and represents that he/she has read and understands the Easement for Electric Transmission Line and that this document 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 9th day of July, 2008.

SIGNATURE

Michael T. Crook

Michael T. Crook

H. Keith Crook

H. Keith Crook, Life Estate Holder

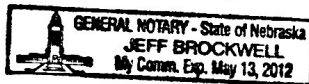
By ALTON R. CROOK
Power of Attorney

Acknowledgement

individual

STATE OF NEBRASKA)
COUNTY OF BUTLER) ss

The foregoing instrument was acknowledged before me this 9th day of July, 2008, by Michael T. Crook, a single person.



† Affix Official Notary seal here †

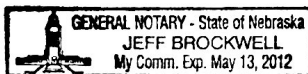
Jeff Brockwell
Notary Public

Acknowledgement

individual

STATE OF NEBRASKA)
COUNTY OF Dodge) ss

The foregoing instrument was acknowledged before me this 14th day of July, 2008, by ALTON R. CROOK as Power of Attorney for H. Keith Crook, Life Estate Holder.



† Affix Official Notary seal here †

Jeff Brockwell
Notary Public

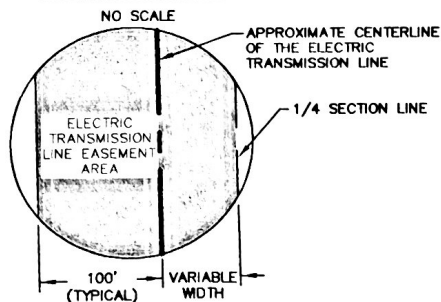
BOOK 08 PAGE 1638

R-1-E

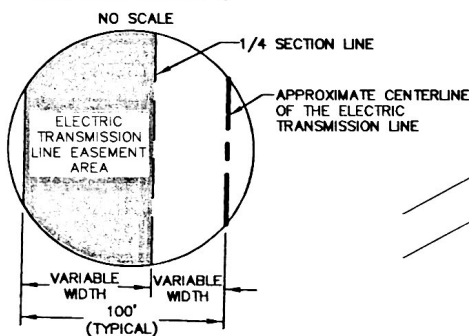
NW COR. SW1/4
SEC. 1-T-14-N,R-1-E

NE COR. SW1/4
SEC. 1-T-14-N,R-1-E

EASEMENT DETAIL "A"



EASEMENT DETAIL "B"



T-14-N
COUNTY ROAD F

NE COR. SE1/4 SW1/4
SEC. 1-T-14-N,R-1-E

NORTH RIGHT OF WAY
LINE OF THE UNION
PACIFIC RAILROAD

UNION PACIFIC RAILROAD

SOUTH RIGHT OF WAY
LINE OF THE UNION
PACIFIC RAILROAD

PART OF SE1/4 SW1/4
(LYING SOUTH OF
UPRR RIGHT OF WAY)
SEC. 1-T-14-N,R-1-E

ELECTRIC TRANSMISSION
LINE EASEMENT AREA
SEE EASEMENT
DETAIL "A"

SEE EASEMENT
DETAIL "B"

S61°04'50"W
119.80'

EAST LINE
SE1/4 SW1/4

S00°22'32"E
546.06'

N00°21'50"W
1065.20'
(ASSUMED BEARING)

S01°11'55"E
466.72'

N86°50'26"E
98.44'

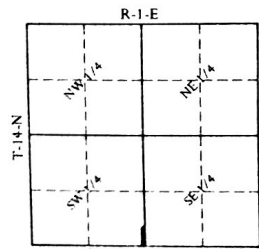
SE COR. SE1/4 SW1/4
SEC. 1-T-14-N,R-1-E
(POINT OF BEGINNING)

SW COR. SW1/4
SEC. 1-T-14-N,R-1-E

COUNTY ROAD 32

0 200 400 800
GRAPHIC SCALE
SCALE: 1"=400'

VICINITY SKETCH
BUTLER COUNTY, NE



SECTION 1

LEGEND:

- MONUMENT FOUND
- PARCEL BOUNDARY LINE
- - - SECTION LINE
- - - 1/4 SECTION LINE
- - - 1/8 SECTION LINE
- ▨ ELECTRIC TRANSMISSION LINE EASEMENT AREA
- PUBLIC ROAD RIGHT OF WAY
- - - APPROXIMATE CENTERLINE OF THE ELECTRIC TRANSMISSION LINE

ELECTRIC TRANSMISSION LINE EASEMENT AREA:

A PARCEL OF LAND LOCATED IN THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, LOCATED IN SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 EAST OF THE SIXTH P.M., BUTLER COUNTY, NEBRASKA, SAID PARCEL OF LAND FOR THE ELECTRIC TRANSMISSION LINE EASEMENT AREA BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 1; THENCE N00°21'50"W (ASSUMED BEARING) ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1065.20 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S61°04'50"W ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 119.80 FEET; THENCE S00°22'32"E, A DISTANCE OF 546.06 FEET; THENCE S01°11'55"E, A DISTANCE OF 466.72 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE N86°50'26"E ON SAID SOUTH LINE, A DISTANCE OF 98.44 FEET TO THE POINT OF BEGINNING, CONTAINING 2.47 ACRES, MORE OR LESS, WHICH INCLUDES 0.07 ACRES, MORE OR LESS, OF CURRENTLY OCCUPIED PUBLIC ROAD RIGHT OF WAY.

JEO
Consulting Group, Inc.

NPPD

T.L. 3521 & 1253 CROSSING
PART OF SE1/4 SW1/4 SEC. 1-T-14-N R-1-E

DRAWN BY DF	DATE 06-13-08	REVISED BY	DATE
APPROVED JJS		DATE 06-30-08	

EXHIBIT "A"	TRACT NO.
PAGE 3 OF 3	25-062DC-035210 25-004BDC-012530

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