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county this 20th

day of October 2008 at 8
o'clock and 35 minutes A. M.
and recorded in FILMBOOK# 08-1803

Folder: 2511-68

AUDIT 249184

RIGHT-OF-WAY AGREEMENT

By Sharon Woods County Clerk That **Union Pacific Railroad Company**, a Delaware corporation, hereinafter called "**Railroad**", whether one or more, with right of possession of certain real property in Rising City, Butler County, Nebraska, more particularly described herein, for and in consideration of a one-time payment in the amount of Two Thousand Dollars (\$2,000.00), for the full term hereof, duly paid, the receipt whereof is duly acknowledged, and the further consideration of the performance of the covenants and agreements by **Nebraska Public Power District**, a public corporation and political subdivision of the State of Nebraska, hereinafter called "**District**", as hereinafter set out and expressed, does hereby GRANT unto the District, its successors and assigns, subject to this Agreement, as follows:

The right, privilege and authority to survey, construct, reconstruct, maintain, inspect, operate, alter and replace a overhead electric power line, hereinafter called "**Wire Line**", and appurtenances thereto including poles, pole foundations, down guys, anchors, insulators, wires and supports in accordance with the attached Exhibit A, across the following described real property, to-wit:

ELECTRIC TRANSMISSION LINE EASEMENT AREA:

AN EASEMENT AREA BEING A STRIP OF LAND OVER, UPON AND ACROSS A PORTION OF UNION PACIFIC RAILWAY'S RIGHT-OF-WAY LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 EAST OF THE SIXTH P. M., BUTLER COUNTY, NEBRASKA, SAID STRIP OF LAND, BEING 200 FEET IN WIDTH, IS DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 1; THENCE N00°21'50"W (ASSUMED BEARING) ON THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1065.20 FEET TO UNION PACIFIC RAILWAY'S SOUTHERLY RIGHT-OF-WAY LINE, AND THE POINT OF BEGINNING; THENCE S61°04'50"W ON SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 119.66 FEET; THENCE N00°22'43"W, A DISTANCE OF 113.85 FEET TO UNION PACIFIC RAILWAY'S NORTHERLY RIGHT-OF-WAY LINE; THENCE N61°04'50"E ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 119.65 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE N61°04'50"E, CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 108.05 FEET; THENCE S00°21'43"E, A DISTANCE OF 113.85 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE S61°04'50"W ON SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 108.04 FEET TO THE POINT OF BEGINNING, CONTAINING 0.52 ACRES, MORE OR LESS.

THE CENTERLINE OF THE ELECTRIC TRANSMISSION LINE TO BE LOCATED APPROXIMATELY 5 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1.

The Railroad does not warrant the accuracy of the legal description.

1. It is the intention of the parties hereto that Railroad is hereby granting the uses herein specified without divesting Railroad of title and ownership of the rights to use and enjoy the above-described property for any purpose, except the Railroad shall not permit construction of buildings or structures, permanent storage of any flammable material, metal material, or other personal property, which violates state or federal statutes, ordinances or regulations including the National Electrical Safety Code (NESC), or use of the area in any way which would unreasonably

endanger, or be a hazard to, or unreasonably interfere with, the rights of District to use the property for the purposes herein expressed in accordance with the terms hereof, and subject to any prior leases or permits of record heretofore granted to other parties. Railroad's right to move and store materials which storage is not in violation of the NESC or any other applicable law will not be subject to the above exceptions.

It is also understood by the parties that this Right-of-Way Agreement is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property in the operation of its facilities. The above grant for a right-of-way to construct the facilities referenced above under the terms of this Agreement is also subject to all outstanding superior rights according to law and is made without covenant of title by the Railroad.

2. Said Wire Line shall be constructed by the District to meet the provisions of the NESC and any statute, order, rule or regulation of any public authority having jurisdiction which is in existence at the time of the construction of said Wire Line and in accordance with the attached Exhibits. In the event NESC specifications conflict in any respect with the requirements of any state or federal statutes, ordinances or regulations, such requirements shall govern on all points of conflict, but in all other respects the NESC specifications shall apply.

3. District shall at all times exercise all due care and diligence to avoid injury or damage to the property of Railroad. Railroad shall at all times exercise all due care and diligence to avoid injury or damage to the property of the District. The parties hereto will indemnify each other according to Nebraska law.

4. In performing the work outlined within this Agreement, District shall have the right of reasonable ingress and egress to and from the right-of-way 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, rocks, shrubs, roots, limbs, or other surface materials, which now or at any future time are located on, overhang, or extend onto the right-of-way area and which interfere with or jeopardize lines to be constructed or installed by the terms of the Agreement. Railroad hereby grants to District the right to top or remove any trees which, in falling, would come within 15 feet of the nearest electric line conductor. District will remove all brush, trimmings and debris at its expense.

5. Railroad may change or alter the grade of the right-of-way, described above, but if such change or alteration would cause District's Wire Line to be in noncompliance with the provisions of the NESC or any state or federal statutes, ordinances or regulations, the Railroad shall notify the District of such change or alteration at least three (3) months in advance of such change or alteration.

6. Prior to the construction of the Wire Line, Railroad shall cooperate with the District to enable the District to design said Wire Line to prevent the change, alteration, or rearrangement of any existing facilities of Railroad. If during the original construction of said Wire Line, it is necessary to change, alter, protect or rearrange any of the conductors, poles, structures or facilities of District, in order to permit Railroad to continue to perform its obligations as a common carrier, District shall change, alter, protect, or rearrange said Wire Line.

7. If Railroad should at any time after the original construction of the Wire Line determine that it is necessary to make required changes in any existing building, track, structure, signal, communication, or overhead or underground installation of Railroad, or to place any

additional building, track, structure, or overhead installation on any premises where said Wire Line is located in order to permit Railroad to continue to perform its railroad obligations as a common carrier, Railroad shall notify District, at least six months notice in advance, if practicable, and District agrees that it will make the reasonable and necessary changes in its Wire Line in order to permit Railroad to continue to perform its obligations as a common carrier. In the event such relocation of the facilities is not possible within a six month time period, District shall notify Railroad and the parties shall arrange a feasible relocation date. If any such relocation of said Wire Line is required due to the action of any governmental entity having regulatory authority over railroads mandating that the Railroad move its rail lines, then the costs of the relocation shall be borne by the District. In the event that the District is required to relocate its Wire Line off the above described right-of-way and onto other Railroad property, Railroad, if practicable, shall provide, without cost to District, any required right-of-way agreements across Railroad property needed in connection with such relocation.

8. The District shall notify the Railroad by written notice at least ten (10) days in advance of the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wire Line, and in addition at least 48 hours notice in advance of proposed performance of any work by the District in which any person or equipment will be within 25 feet of any track or will be near enough to any track that any equipment extension will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad shall determine whether a flagman must be present and inform the District. If any flagman or other special protective or safety measures are performed by the Railroad, such services will be provided at District's expense with the understanding that if the Railroad provides any flagging or other services, the District shall not be relieved of any of its responsibilities or liabilities set forth herein. All such work shall be prosecuted diligently to completion.

If an emergency should arise requiring immediate attention, the District shall provide as much notice as practicable to Railroad before commencing any Wire Line work or any preliminary work upon the property.

9. Upon 48 hours notice to the Railroad, as provided above, District shall have the right to enter upon the right-of-way for any work in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Wire Line; however, in the exercise of this right, the District shall not unduly interfere with the rights of Railroad or its contractors, agents, licensees, invitees or assigns on the premises.

10. The District agrees to take all necessary steps to restore, as nearly as possible, all property which is damaged as a result of said survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation or reconstruction, to the condition it was in prior to such activity, or to pay Railroad for damages, if any. Any damage to crops of Railroad or any tenant resulting from the entry upon the property of Railroad for construction, maintenance or repair purposes shall be paid to Railroad or Railroad's tenant as determined by agreement of the parties or as determined by law. It is further agreed that all damages discovered by the Railroad or claims for such damages must be submitted to the District in writing within one (1) year after such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

11. If the District engages an independent contractor to perform all or part of the services necessary for the survey, construction, operation, maintenance, inspection, use, repair, removal, alteration, relocation or reconstruction of the Wire Line, the District shall be liable to the Railroad for any and all damages resulting from the negligent acts or omissions of the contractor. Such contractor shall not unduly interfere with the operations of Railroad.

12. The District shall not permit or suffer any mechanic's or materialmen's liens of any kind to be enforced against the property of the Railroad for any work performed by the District or by an independent contractor engaged by the District. The District shall be liable to the Railroad for any and all damages resulting from any mechanic's or materialmen's liens which are filed against the property of the Railroad as a result of any labor performed or materials furnished by the District or by an independent contractor engaged by the District.

13. In the operation and maintenance of the Wire Line, the District shall take all reasonable precaution to prevent any interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Railroad or its tenants. Prior to the construction of the Wire Line, the Railroad shall cooperate with the District to provide to the District any relevant information available in order that the District can design the Wire Line in such a manner to prevent interference with the operation of Railroad. After the Wire Line is in operation, the parties hereto agree to notify, consult and mutually agree upon a solution to potential interference problems. If the operation of said Wire Line at any time causes interference with the signal, communication lines or other installations or facilities of Railroad or its tenants, Railroad shall notify District, and District will modify its facilities to correct the interference at its own expense. The foregoing is predicated upon the Railroad not having made changes in its operations which cause the interference without prior consultation with the District.

14. It is understood by the parties that this Agreement is permanent in nature, and does not require renewal or renegotiation for its continued enforcement and application, except under those circumstances in which it may be terminated or abandoned as set out in paragraphs 15. and 16. herein.

15. In the event District de-energizes said Wire Line, District retains the continuing obligation to maintain the Wire Line. District agrees that should said Wire Line be de-energized for a period of two (2) consecutive years, the Agreement and right-of-way hereby secured shall cease and terminate, and shall be of no further force and effect. In the event of such termination, District shall surrender up the quiet and peaceable possession to Railroad of all its property affected by the terms of this Agreement and shall at its own expense, remove therefrom all District property and restore Railroad's premises to substantially the condition in which it was prior to the construction of said Wire Line, and in the event of its failure to do so, Railroad may remove the same at the expense of the District.

16. In the event that the District's violation of any of the terms and conditions of this Agreement prevents Railroad from continuing to perform its obligations as a common carrier, the Railroad shall notify the District's Land Management Supervisor, telephone no. 402-564-8561, and if practicable, give written notice to the District at P. O. Box 499, Columbus, NE 68602-0499, specifically identifying such violation. In the event that the District fails or refuses to correct such violation, and such violation impairs the common carrier obligations or proprietary needs of the Railroad, the Railroad will have the right to demand that the District correct the violation as soon as possible. In all other circumstances the District shall correct such violation within one hundred twenty (120) days after receipt of the written notice from the Railroad, or the Railroad may, at its option, terminate by written notice to the District its right to use that portion of the right-of-way on which the violation has occurred.

17. Prior to the abandonment by Railroad of railroad lines through the right-of-way area, or sale of said railroad lines to another public or private party, Railroad shall post

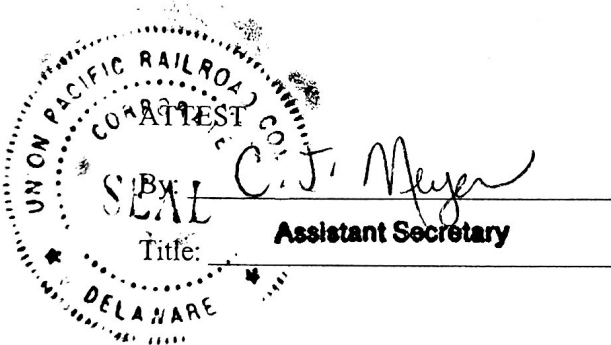
appropriate notice through legal media of said abandonment or sale of Railroad's line. In order to carry out the provisions of this Agreement, the parties upon notification by the District, shall negotiate a document, if Railroad has sufficient title to do so, which will preserve the District's right to continue to operate and maintain said Wire Line in accordance with this Agreement.

18. Fiber optic cable systems may be buried on Railroad's property. District shall telephone Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on Railroad's premises to be used by the District. If it is, District will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Railroad's premises.

19. District is a public body with a sufficient asset base and ability through its statutory authority to impose rates upon its customers sufficient to provide adequate liability protection for the Railroad. If no certificate of insurance is attached to this Agreement, it is agreed that District is relying upon its asset base and rate-making authority to provide such liability protection.

20. District shall not assign this Agreement, in whole or in part, or any rights herein granted without the written consent of Railroad, which consent shall not be unreasonably withheld.

THIS AGREEMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, lessees, successors and assigns of the respective parties, and the permits, rights, obligations, and privileges of District created by this Agreement shall not in any manner be released, waived or in any way terminated or affected by any delay, failure or lack of use by District, unless District shall fail to use the right-of-way for two (2) consecutive years upon which event, this Agreement shall be deemed to be null and void and of no further force and effect.



ATTEST

By: Janette H. Modelski
Title: Assistant Secretary

Union Pacific Railroad Company

By: Beverly J. Kabat
Title: Asst. Director - Contracts

Nebraska Public Power District

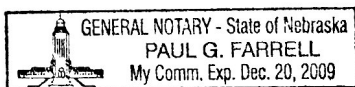
By: M E Wagner
Title: Vice-President, Customer Services

lyh

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came Beverly J. Kubat
Assistant Director Contracts, Union Pacific Railroad Company, a
corporation, known to me to be the officer and identical person who signed the foregoing
instrument, and acknowledged the execution thereof to be his voluntary act and deed as such
officer and the voluntary act and deed of said corporation.

Witness my hand and notary seal on September 24, 2008.

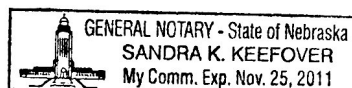


Paul G. Farrell
Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF PLATTE)

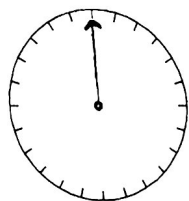
Before me, a notary public qualified in said county, personally came M. E. Wagner
Vice-President, Customer Services, Nebraska Public Power
District, a corporation, known to me to be the officer and identical person who signed the
foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as
such officer and the voluntary act and deed of said corporation.

Witness my hand and notary seal on September 5, 2008.



Sandra K. Keefover
Notary Public

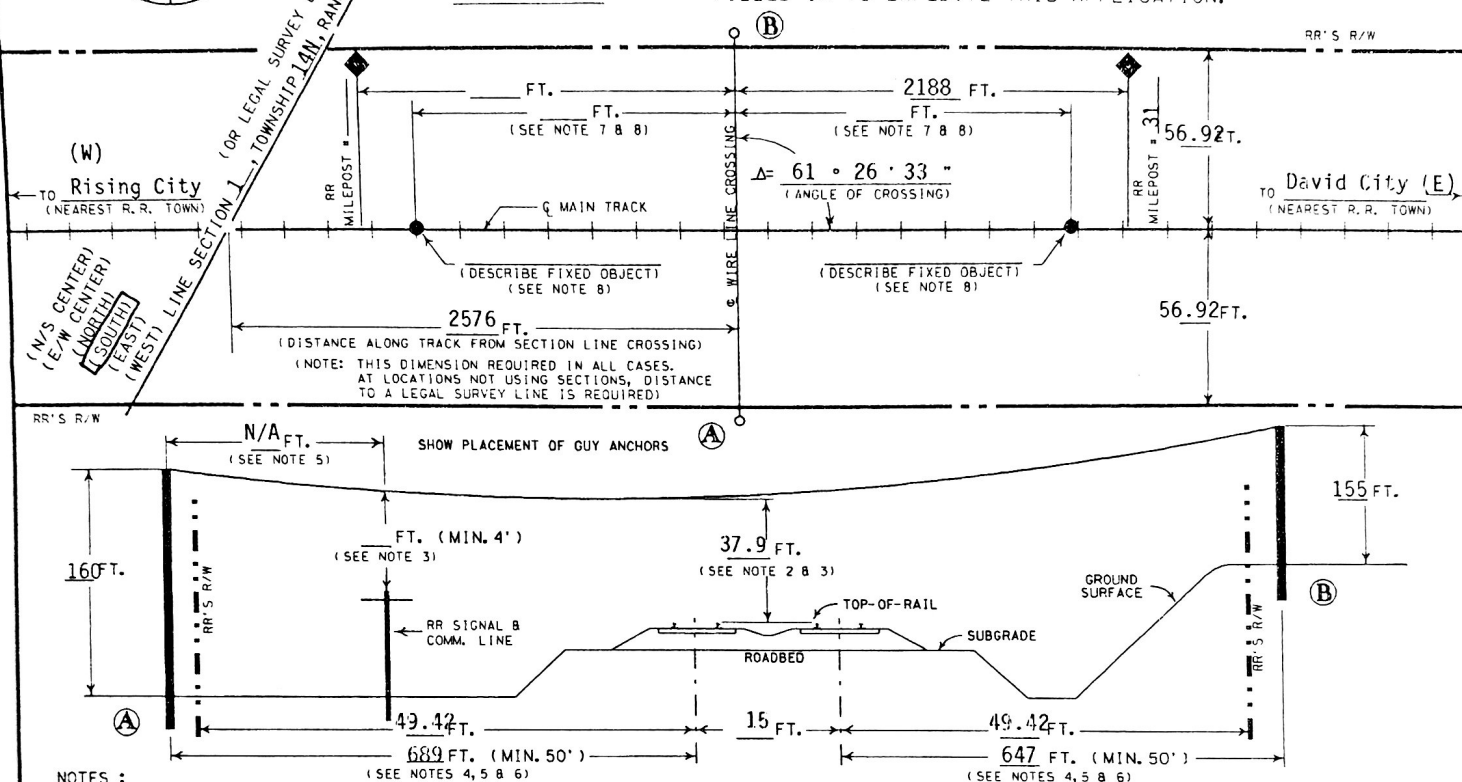
PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



OVERHEAD WIRELINE CROSSING OVER 750 VOLTS

NO SCALE

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO EXPEDITE THIS APPLICATION.



- NOTES:
- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C OF TRACK, EXCEPT AS NOTED.
 - 2) FOR MINIMUM ABOVE TOP-OF-RAIL CLEARANCE, REFER TO WIRELINE CLEARANCE CHART.
 - 3) MINIMUM 4' CLEARANCE REQUIRED ABOVE SIGNAL AND COMMUNICATION LINES, REFER TO WIRELINE CLEARANCE CHART.
 - 4) POLES (INCLUDING STEEL STRUCTURES) MUST BE LOCATED MIN. 50' (200' FOR LINES CARRYING 100 KV OR MORE) OUT FROM C OF OUR MAIN, BRANCH, AND RUNNING TRACKS, CTC SIDINGS, AND HEAVY TONNAGE SPURS.
 - 5) POLES (INCLUDING STEEL POLES) MUST BE LOCATED A MINIMUM DISTANCE FROM OUR SIGNAL AND COMMUNICATION LINES EQUAL TO THE HEIGHT OF THE POLE ABOVE GROUNDLINE OR ELSE BE GUYED AT RIGHT ANGLES TO OUR LINES.
 - 6) POLE LOCATION ADJACENT TO INDUSTRY TRACKS MUST PROVIDE AT LEAST 10' CLEARANCE FROM C OF TRACK WHEN MEASURED AT RIGHT ANGLES. IF LOCATED ADJACENT TO CURVE TRACK, THEN SAID CLEARANCE MUST BE INCREASED AT A RATE OF 1-1/2" PER DEGREE OF CURVE TRACK.
 - 7) POWER LINES MUST BE LOCATED A MINIMUM OF 500' FROM THE END OF ANY RAILROAD BRIDGE OR 300' FROM C OF ANY CULVERT.
 - 8) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; C OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR C OF CULVERTS.

- A) IS WIRELINE CROSSING WITHIN DEDICATED STREET? YES; ☒ NO; ☐
- B) IF YES, NAME OF STREET N/A
- C) DISTRIBUTION LINE OR TRANSMISSION LINE ☒
- D) IS THERE A SIGNAL OR COMMUNICATION POLELINE NEAR THE TRACKS? No
- E) MAXIMUM GROUND CURRENT AT FEED: AMPS. AT LOAD: AMPS.
- F) WHAT TYPE OF FACILITY WILL LINE BE SERVING? Electrical Transmission Substation
- G) IF A NEW POWER SUBSTATION IS TO BE BUILT WITHIN 1/2 MILE OF RR, WHAT IS MAX:
OPERATING CURRENT TO GROUND? AMPS; RESISTANCE TO GROUND? OHMS;
FAULT CURRENT TO GROUND? AMPS.
- H) CIRCUITS TO BE CARRIED ON PROPOSED WIRELINE:
- | CIRCUITS | GROUND | VOLTAGE | PHASE | NO. OF WIRES | GAGE | MATERIAL | SOLID OR STRANDED |
|----------|--------|---------|-------|--------------|---------|----------|-------------------|
| 1 | 199 | 345kV | 1 | 3 | 954 KCM | ACSR/T2 | 26/7 Str |
| 1 | 66 | 115kV | 1 | 3 | 954 KCM | ACSR/T2 | 26/7 Str |
- GROUND WIRE: SIZE #4 AWG; MATERIAL Copper; SOLID OR STRANDED Solid
- I) CROSSING SPAN: LENGTH 1351 FT.; NORMAL CONDUCTOR SAG 650 IN. AT 176 °F.
- J) ADJOINING SPANS: LENGTH 1390 FT.; NORMAL CONDUCTOR SAG 610 IN. AT 176 °F.
LENGTH 1346 FT.; NORMAL CONDUCTOR SAG 645 IN. AT 176 °F.
- K) POLES:
- TIMBER N/A LENGTH 160/155 FT. DEPTH OF SETTING N/A FT.
HEIGHT ABOVE GROUND 160/155 FT. 160 top = 30" base = 51.0"
CLASS OR BUTT AND TOP DIMENSIONS 155 top = 32" base = 51.75"
(IF STEEL TOWERS ARE EMPLOYED, FURNISH DETAIL DRAWINGS)
- L) HEAD GUYS: NUMBER ON EACH POLE N/A; SIZE OR STRENGTH ; LEAD .
- M) SIDE GUYS: NUMBER EACH WAY N/A; SIZE OR STRENGTH ; LEAD .
- N) CROSSARMS: SINGLE OR DOUBLE N/A; MATERIAL ; SIZE BY .
- O) INSULATORS: PIN OR Suspension glass; MANUFACTURER'S AND CATALOGUE NO. .
- P) CONDUCTOR ATTACHMENT: TIES OR CLAMPS Suspension Clamp
- Q) IF POWER LINE PARALLELS TRACK WITHIN 1/2 MILE, INCLUDE DIAGRAM SHOWING SPACING AND CONFIGURATION OF WIRES INCLUDING SHIELD WIRES.
- R) APPLICANT HAS CONTACTED 1-800-336-9193, U.P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE
DOES; DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO.

EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Stromsburg (Leased to NCRA)

(SUBDIVISION)

M. P. 31.4 E. S. 1663+60+

OVERHEAD WIRELINE CROSSING

Rising City Butler NE

(NEAREST RR STATION) (COUNTY) (STATE)

FOR Nebraska Public Power District

(APPLICANT)

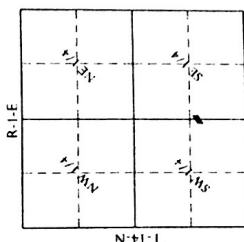
RR FILE NO. 2511-68 DATE 7-10-08

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE
CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND
LOCATION OF FIBER OPTIC CABLE. PHONE: 1-800-336-9193

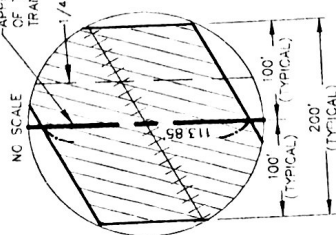
BOOK 08 PAGE 1803

VICINITY SKETCH
BUTLER COUNTY, NE



SECTION 1

DETAIL

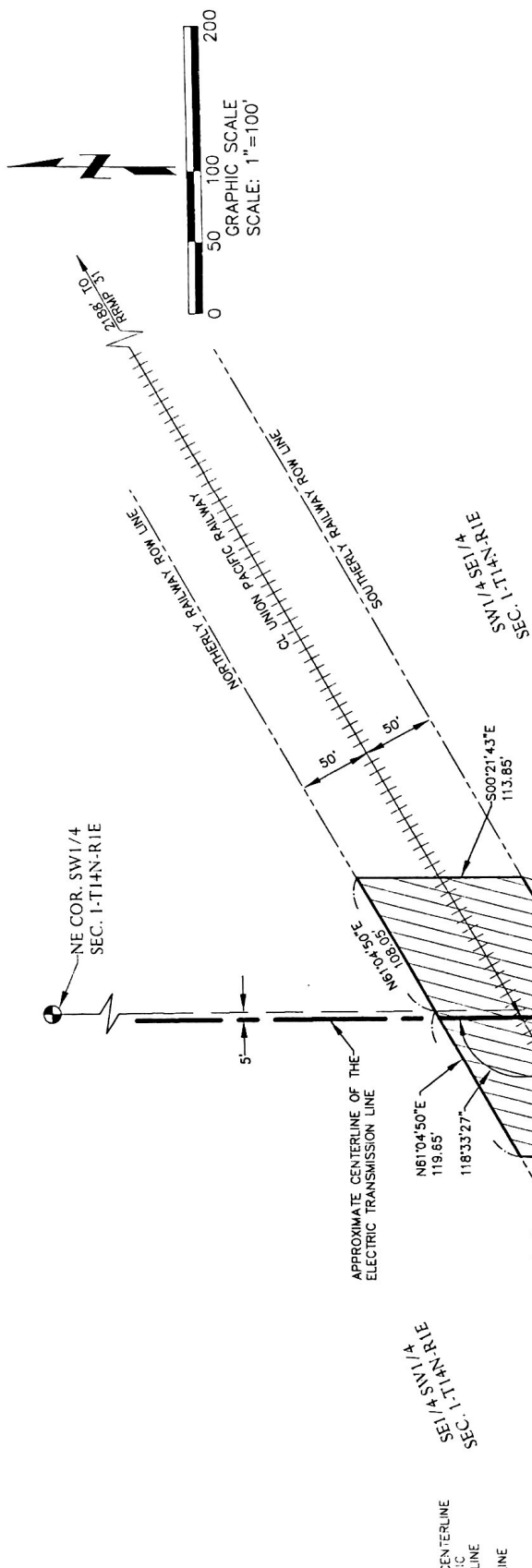


LEGEND:

- APPROXIMATE CENTERLINE OF THE ELECTRIC TRANSMISSION LINE
- ▨ EASEMENT AREA CONTAINING 0.52 ACRES, MORE OR LESS
- EASEMENT SIDELINE
- RAILROAD RIGHT-OF-WAY
- 1/4 SECTION LINE
- 1/16 SECTION LINE



P:\Surveying\0715\Drawings & Data\dwg0715\7 Railroad Crossings.dwg, Rail Crossing Location 3, 6/12/2008 3:27:00 PM



GRAPHIC SCALE
SCALE: 1"=100'

NPPD

RAILROAD CROSSING IN
SEC. 1-T-14-N, R-1-E

DRAWN BY AJC	DATE 06-12-08	REVIEWED BY JJS	DATE
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EXHIBIT <u>A1</u>	TRACT NO.
PAGE <u>1</u> OF <u>1</u>	25-061-035210

NOTES:

1. CENTERLINE OF THE ELECTRIC LINE CROSSES THE CENTERLINE OF RAILWAY 2188' SOUTHWEST OF UNION PACIFIC RAILWAY MILE POST #31.
2. THIS EXHIBIT WAS PREPARED BY THE DISTRICT TO IDENTIFY THE LOCATION OF ITS WIRE LINE ACROSS THE UNION PACIFIC RAILWAY RIGHT-OF-WAY AS GRANTED BY THIS AGREEMENT. THE RAILWAY DOES NOT WARRANT THE ACCURACY OF THIS EXHIBIT OR THE LEGAL DESCRIPTION.