

45-187

T. L. No. 1158,  
Tract No. 70

GRANT OF EASEMENT COVENANTS AND PARTIAL RELEASE OF EASEMENT

WHEREAS, Arthur George Pflug and Johanna Pflug granted and conveyed to Loup River Public Power District an easement over and across the North One-Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section Fourteen (14), Township Fourteen (14) North, Range Twelve (12) East of the 6th P. M., Sarpy County, Nebraska, which easement was dated October 10, 1940; and

WHEREAS, Nebraska Public Power District, hereinafter called District, is the successor in interest to the above-identified easement pursuant to an assignment recorded in Book 43 at Page 485-K in the Office of the Register of Deeds of Sarpy County, Nebraska; and

WHEREAS, N. P. Dodge Company, hereinafter called Owner, is the owner of that part of the North One-Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section Fourteen (14), Township Fourteen (14) North, Range Twelve (12) East of the 6th P. M., Sarpy County, Nebraska, in which the easement described hereinafter is situated and has requested that certain easement rights of the District be released from a portion of said property; and

WHEREAS, the parties desire to make more definite and certain the right-of-way easement of the District;

NOW, THEREFORE, in consideration of the agreements and covenants herein contained, it is agreed by and between District and N. P. Dodge Company as follows:

1. District does hereby release from the existing easement any and all right-of-way easement it may have, save and except a permanent right-of-way easement restricted to the route and width particularly described as follows:

An easement extending fifty (50) feet on each side of the centerline of a power line located in the North One-Half of the Northeast One-Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section Fourteen (14), Township Fourteen (14) North, Range Twelve (12) East of the 6th P. M., Sarpy County, Nebraska, said centerline being described as follows:

Commencing at the Southwest corner of said North One-Half of the Northeast One-Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) of said Section Fourteen (14), thence north along the west line of said North One-Half of the Northeast One-Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) a distance of 223.61 feet to the point of beginning; thence east-southeasterly a distance of 406.01 feet to a point on the south line of said North One-Half of the Northeast One-Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ) (angle South 56°59'40" East), said point on said south line being 351.97 feet East of the southwest corner of the North One-Half of the Northeast One Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ).

2. Owner does hereby acknowledge, grant and convey to the District, its successors and assigns, a permanent easement and right-of-way for the maintenance and operation thereon of an existing electric transmission line or lines consisting of poles, towers, wires, equipment and fixtures, with the right to alter,

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repair and remove the same in whole or in part at any time, which right-of-way shall be as described in paragraph 1 above.

- a) District shall have the right of ingress and egress across the Owner's property for any purpose necessary in connection with the operation, maintenance, inspection and removal of said line. Such ingress and egress shall be exercised in a reasonable manner. Provided, however, that if Owner or its successors and assigns after date hereof record a final plat of said property showing said 100 foot easement located within a Park Site having frontage on a street right-of-way dedicated for public use, then District's right of ingress and egress across Owner's property as set forth in this paragraph shall be confined to said Park Site property and said street right-of-way dedicated for public use.
- b) District shall have the right at any time to trim or remove such trees and underbrush as may in any way interfere with the safe operation of the electric transmission line or lines and equipment used in connection therewith.
- c) District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock or other personal property of the Owner and the District agrees to indemnify and save harmless the Owner from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of said transmission line or lines, provided, however, all such damage or loss is waived unless written notice is filed with the District within ten days after such damage or loss occurs.
- d) The Owner, its successors or assigns shall not allow any building or other structure, hay or straw stacks, trees or other combustible material or property to remain or be placed under or near the transmission line, poles or fixtures, in such a manner as to interfere with the safe operation or maintenance of said line or lines, or in such a manner as might result in damage to the property of either party from fire or other cause.
- e) In the event of the removal of said transmission line or lines and the abandonment of the right-of-way for a period of five years, then the easement shall terminate and all rights under it shall revert to the Owner, its successors or assigns.

f) The Owner, its successors or assigns shall be entitled to the full use and enjoyment of the said premises, subject only to the rights of the District herein acknowledged, granted and/or conveyed.

This Agreement shall inure to the benefit of and be binding upon the legal representatives, successors or assigns of the parties hereto.

Executed the 23<sup>rd</sup> day of March, 1970.

NEBRASKA PUBLIC POWER DISTRICT,  
A Corporation



By: [Signature] President

M. White  
Assistant Secretary

N. P. DODGE COMPANY, A Corporation

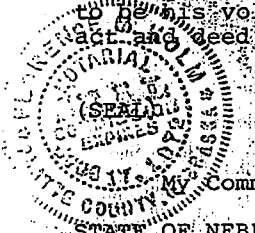


By: [Signature] President

STATE OF NEBRASKA )  
COUNTY OF PLATTE ) SS:

On this 23<sup>rd</sup> day of March, 1971, before me the undersigned, a Notary Public in and for said County, personally came N. P. [Signature] President of Nebraska Public Power District, a corporation, known to me to be the identical person who executed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Nebraska Public Power District.

[Signature]  
NOTARY PUBLIC



My Commission Expires: June 17, 1972

STATE OF NEBRASKA )  
COUNTY OF Douglas ) SS:

On this 10<sup>th</sup> day of December, 1971, before me the undersigned, a Notary Public in and for said County, personally came Charles A. Peters, President of N. P. Dodge Company, a corporation, known to me to be the identical person who executed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said N. P. Dodge Company.

[Signature]  
NOTARY PUBLIC



My Commission Expires: March 23, 1975