

30-254 - RIGHT-OF-WAY EASEMENT

In consideration of the sum of Five Dollars (\$5.00), receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned, hereinafter called Grantors, hereby grant and convey to LOUIS RIVERS PUBLIC POWER DISTRICT, Columbus, Nebraska, a public corporation, hereinafter called Grantee, its successors and assigns, a right-of-way for the construction, maintenance and operation thereon of an electric transmission line consisting of poles, towers, wires, equipment and fixtures, with right to alter, repair and remove the same in whole or in part at any time, which right-of-way shall extend 50 feet on each side of the center of the line as now surveyed over and across the following described real estate situated in _____ County, Nebraska, viz:

_____ Section Two, Township Thirteen North, Range Ten East
(E 1/2 SW 1/4, Sec. 2 - T. 13. N - R. 10. E)

Grantee shall also have the right to ingress and egress across Grantor's property for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line. Such ingress and egress shall be exercised in a reasonable manner and as nearly as possible in conformity with the wishes of the owner or occupant of the premises.

Grantee shall also 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 lines and equipment used in connection therewith.

Grantor shall at all times exercise all due care and diligence to avoid damage to the fences, crops, live-stock or other personal property on said real estate and shall indemnify and save harmless the Grantee from any such damage occurring to such property by reason of the construction, operation, maintenance and removal of said transmission line.

Grantors, their heirs or assigns, shall not allow any building or other structure, hay or straw stack, trees or any other combustible material or property to remain or be placed under or near the transmission lines, poles or fixtures in such a manner as to interfere with the safe operation or maintenance of said lines or in such manner as might result in damage to the property of either party from fire or any other cause.

In event of removal of the transmission line and abandonment of the right-of-way for a period of five years, then this easement shall terminate and all rights under it shall revert to the Grantors, their heirs or assigns.

Grantors, their heirs or assigns, shall be entitled to the full use and enjoyment of said premises, subject only to the rights of Grantee herein conveyed.

The total payment for rights herein granted shall be made on the following basis:

	In Mow or Cultivated Fields	In Permanent Pasture or Uncultivated Land
For Poles	Twenty Dollars Each	Twenty Dollars Each
For Anchors with Guy	Twenty Dollars Each	Twenty Dollars Each
For Steel Towers	One Hundred Fifty Dollars Each	Seventy-Five Dollars Each
For Overhang	At Rate of \$1.00 per Rod with a minimum of \$10.00 per Tower	
For Clearing a Strip 50' Wide On Each Side of the Center of Said Transmission Line Across the Premises Including all trees beyond this area that would endanger the line		

The down payment of \$5.00 shall be credited on the total due and final payment shall be made within a reasonable time after execution hereof.

Due to be constructed hereon:

1 - 2 Pole W Frame Structure 2 Poles

1 - 4 Pole W Frame Structure 4 Poles in account of 5

1 truck plus 3 1/2" AC Borelder trees to be cut to ground level with 1 1/2" to be cut in 16 ft. lengths. All brush to be burned.

In Presence of: *James Williams* *Marion C. Schuch*
Betty E. Schuch

STATE OF NEBRASKA ACKNOWLEDGEMENT

County of Madison

That on this March day of 1960, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Marion C. Schuch and Betty E. Schuch and they all being personally known to be the same persons who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

Witness my hand and Notarial Seal on the day and date last above written.

My commission expires January 1960 *W. S. ...*
Notary Public.

30 April 1960 1960