

TRANSMISSION LINE  
RIGHT-OF-WAY-EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (hereinafter called the "Grantors") Ida May Gately and Charles A. Gately (~~contractors~~) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Norris Rural Public Power District, a public corporation (hereinafter called the "District") whose post-office address is Beatrice, Nebraska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Lancaster State of Nebraska, and more particularly described as follows:

Southeast 1/4 of Section 18, Township 10 North, Range 6 East.

and to construct, reconstruct, repair, operate and maintain on the above described lands and/or in or upon all roads or highways abutting said lands, an electric transmission line or system, including all necessary poles, towers, guys, wires and fixtures, and to cut and trim trees and shrubs located within (twenty) feet of the center line of said transmission line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system.

Ida May Gately is the owner and Charles A. Gately husband of  
The undersigned covenant that ~~they own~~ of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons or corporations:

This easement is subject to the following terms and conditions:

- (1) The center line of said transmission line or system as constructed shall be located ~~at the center of the road~~ in accordance with attached Exhibit "A".
- (2) The District shall have the right of 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 owners or occupant of the premises.
- (3) The District shall at all times exercise all due care and diligence to avoid damage to the fences, crops, livestock or other personal property on said real estate and shall indemnify and save harmless the grantors from any such damage occurring to such property by reason of the negligent construction, operation, maintenance and removal of said transmission line.
- (4) The Grantors, their heirs or assigns, shall not allow any building or other structure, hay or strawstack, tree or any other combustible material or property to remain or be placed under or near the said transmission line in such a manner as to interfere with the safe operation or maintenance of said line, or in such manner as might result in damage to the property of either party from fire or any other cause.

(5) In event of removal of the said transmission line and the abandonment of the right-of-way herein granted for a period of five (5) years, then this easement shall terminate and all rights under it shall revert to the grantors, their heirs or assigns.

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

(7) The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the District's expense, shall remain the property of the District and be removable at the option of the District.

(8) The District agrees to pay to the undersigned for the privileges herein granted, when said transmission line or system has been completely constructed, compensation as follows:

For poles of said transmission line located within the boundaries of said lands, \$50.00 each for 2 poles located in cultivated field and \$50.00 each for 3 poles located in uncultivated land.

For anchors of said transmission line located within the boundaries of said land, the District will pay the sum of \$50.00. This amount to cover the installation of 2 clusters of anchors. One cluster to be located southwest of Pole #2 and one cluster to be located southeast of Pole #2 as shown on attached Exhibit "A". For this consideration the District further agrees to remove existing anchors located on said property approximately 200' northeast from Pole #2.

Such compensation shall be full payment for all rights and privileges herein granted.

IN WITNESS WHEREOF, the undersigned have set their hands this 2 day of April, 1955.

Signed and delivered in the presence of:

Charles A. Gately (Husband)

Ida May Gately (Wife)

ACKNOWLEDGMENT

STATE OF NEBRASKA  
COUNTY OF DeWitt ) ss. On this 2 day of April, 1955,  
before me, a notary public duly commissioned and qualified for and in said county,  
personally came Charles A. Gately & Ida May Gately  
to me known to be the identical person s whose name s affixed to the fore-  
going instrument as grantor s and acknowledged the same to be their  
voluntary act and deed.

Witness my hand and seal the day and year last above written. My commission expires July 4, 1957.

M. G. Ingebritson  
(M. G. Ingebritson) Notary Public

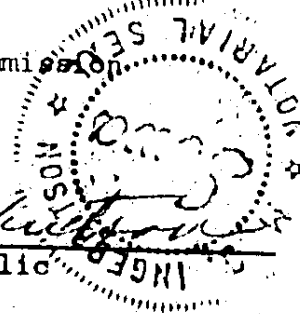
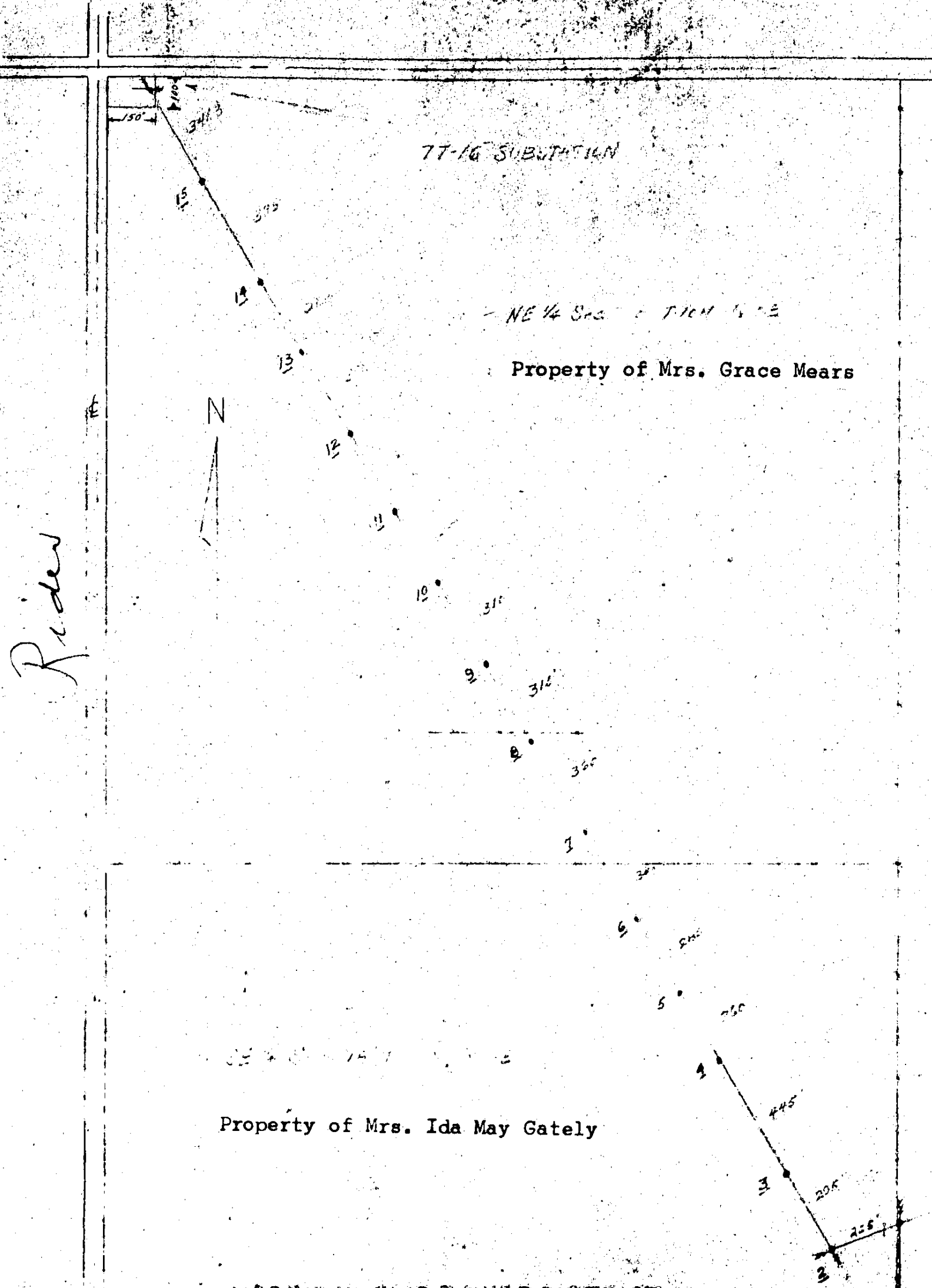


EXHIBIT "A"



Rider

77-16 SUBSTITUTION

NE 1/4 Sec. 11 T10N R10E

Property of Mrs. Grace Mears

Property of Mrs. Ida May Gately

NORRIS PUBLIC POWER DISTRICT

PROPOSED 3.15KV LINE

Scale: 1 inch equals 400'

SCALE: 1100 ft equals 1 inch

