

DEED RECORD No. 76.

Mrs. Jennie Rood et al

To

RIGHT-OF-WAY EASEMENT

Loup River Public Power District
Filed Oct. 21, 1943 at 10 o'clock A.M.
Selma Hageman, Register of Deeds.

Mile 43
Tract 53-D

In consideration of the sum of five dollars, receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned hereby grant(s) and convey(s) to Loup River Public Power District, Columbus, Nebraska, a public corporation, its successors and assigns, a Right-of-Way for the construction, maintenance, operation and inspection 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, in over and across the following described lands situated in Saunders County, State of Nebraska, to wit:

The East half (E½) of The Southeast quarter (SE¼) of Section Thirty two (32), Township Fifteen (15) North, Range Seven (7) East.

and any abutting public highway or place. This easement reverts in case of removal of the line. Also the right to clear timber and to trim and keep trimmed, as reasonably necessary, all trees, hedges and shrubs; together with right of ingress and egress to and from such Right-of-Way and transmission line. The right of ingress and egress, acquired hereunder, will be exercised in any reasonable manner suggested by the owner or occupant of said premises.

The said Grantor(s), heirs or assigns are to fully use and enjoy the said premises except for and subject to the rights of Grantee for the purposes herein granted to said Grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the permanent use thereof under this grant, thereby agrees to make final settlement and payment as hereinafter provided and in addition thereto agrees to pay any damages which may be caused to crops and fences from the building, maintaining and operating of said transmission line.

Grantor(s) agree(s) not to locate or allow any building, hay stack, straw stack, trees, structure or any combustible material under the wires or near enough to poles, wires and fixtures to endanger the same or to be endangered by the same, or to interfere with the operation thereof or to be likely to result in damage to property of any party if a fire should occur.

Final settlement and payment for the rights granted herein shall be made on the following basis, payment to be made within ten days after installation of poles.

For such poles, anchors with guys and steel towers as Grantee shall install on property herein described:

	<u>In Meadow or Cultivated Fields</u>	<u>In Pasture</u>
Poles	Ten Dollars Each	Five Dollars Each
Anchors with Guys	Ten Dollars Each	Five Dollars Each
Steel Towers	Forty Dollars Each	Twenty Dollars Each

The down payment of \$5.00 to be deducted therefrom.

"Grantee may clear and keep clear all trees within fifty (50) feet of the line and all trees which could fall within ten (10) feet of the line, for a consideration of \$ twenty five cents for each tree cut over six (6) inches in diameter." "Cut logs to sixteen (16) foot lengths and burn all brush

It is understood that Grantor(s) will not receive electric service from this line.

In Presence of

O. G. Clark

Mrs. Jennie Rood Widow
Anne Rood single
Paul Rood single
Henry L. Rood
Vera Rood Wife of Henry Rood
Raymond Rood
Edna A. Rood Wife of Raymond Rood

STATE OF NEBRASKA)
Saunders County) ss. ACKNOWLEDGMENT

I hereby certify that on this 10 day of February, A. D. 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mrs. Jennie Rood, Widow Anne Rood

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