

Rel. by 971/222

CONDITIONAL 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 LOUP RIVER PUBLIC POWER DISTRICT, Council Bluffs, 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 Douglas County, Nebraska, viz:
Lots 95, 96, 97, 98, 99, 135, & 136, Bel-Air Addition, and lots 2 and 3, Block 4,

Belair Second Addition in the NE 1/4 of Section twenty-nine (29), Township Fifteen (15) North, Range Twelve (12) East of the Sixth Principal Meridian.

Grantee shall also 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 owner or occupant of the premises.

Grantor 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.

Grantee 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 Grantors from any such damage occurring to such property by reason of the construction, operation, maintenance and removal of said transmission lines.

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 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 Eight Dollars (\$8,000.00)

	In Meadow or Cultivated Fields	In Pasture or Uncultivated Land
For Poles	Forty Dollars Each	Twenty Dollars Each
For Anchors with Guys	Forty 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 Tract	
For Clearing a Strip 50' Wide on Each Side of the Center of Said Transmission Line Across the Premises including tall trees beyond this area that would endanger life 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.

This easement is conditionally granted on the express condition that the grantee will pay, or tender payment, to the owner and/or tenants, as their respective interest may appear, for the several items set forth immediately above, which payment to be made or tendered on or before the day of March, 1957.

In Presence of:
Madelaine Jacobson
Eugene W. Jacobson

ACKNOWLEDGMENT

Subscribed and sworn to before me on this 2 day of March, A. D. 1957, before the undersigned Notary Public in and for the County and State aforesaid, came Madelaine Jacobson and Eugene Jacobson (her husband) who are personally known to be the same person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on this day and date last above written.
My commission expires: Feb. 23, 1962 *Wm. H. Ramackers*
Notary Public

18. INDEXED IN AMERICAN INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
9 DAY March 1957 AT 3:09 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 4.25