

EASEMENT

NOW IN
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The undersigned, hereinafter called "Grantor", hereby grants and conveys to OMAHA PUBLIC POWER DISTRICT, hereinafter called "District", its successors and assigns, a perpetual easement to construct, operate and maintain a double-circuit steel tower high voltage electric transmission line, together with necessary footings, wires, and other fixtures and appliances, over, upon, along and above the property herein described, upon the terms and conditions set forth.

CONSIDERATIONS: Five Hundred & No/100 Dollars (\$ 500.00)
PROPERTY COVERED AND BOUND BY 1/4

Southeast Quarter (SE4) of the Southeast Quarter (SE4), Section 13, Township 16 North, Range 13 East, Douglas County, Nebraska, beginning at a point on the West line of the above described premises, said point being the East end of the South line of the Southwest Quarter (SW4) of the Southeast Quarter (SE4); thence Northeasterly to a point 75 feet more or less East of the Northwest corner of the Southwest Quarter (SW4) of the Southeast Quarter (SE4), and on the North line thereof said Section 13, Township 16 North, Range 13 East.

The steel tower structures to be set upon the above described premises shall not exceed 100 feet in height, except that one additional steel tower structure may be placed, upon additional payment of \$750.00 per such additional structure, by Grantors their successors and assigns.

CONDITIONS: The Grantor hereby grants to the District, its successors and assigns the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating, and maintaining said lines and equipment upon the property above described.

The Grantor hereby grants to the District, its successors and assigns, the permanent right, privilege and authority to cut down trees under or within 100 feet of the District's lines, and to cut down or trim any trees or limbs of trees under or on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris from such tree cutting and trimming shall be disposed of by the District.

The Grantor reserves the right to cultivate, use and occupy said land except that, without the prior written approval of the District, he shall not erect any structures, hay or straw stacks, or other objects, permanent or temporary or plant any trees, within 100 feet on either side of said center line.

The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantor and the District agrees to indemnify and save harmless the Grantor from any and all such damage and loss which may arise or occur to such property solely by reason of the District's negligence in the construction, operation and maintenance of said electric line.

This easement is binding on the heirs, executors, administrators and assigns of Grantors.

EXECUTED in Lincoln Lincoln, Nebraska, this 12 day of July, 1922.

Ad Johnson
Assistant Secretary

Phillip Johnson
Grantor

OMAHA PUBLIC POWER DISTRICT
BY Assistant General Manager

EASEMENT

The undersigned, hereinafter called "Grantor", hereby grants and conveys to OMAHA PUBLIC POWER DISTRICT, hereinafter called "District", its successors and assigns, a perpetual easement to construct, operate and maintain a double-circuit steel tower high voltage electric transmission line, together with necessary footings, wires, and other fixtures and appliances, over, upon, along and above the property herein described, upon the terms and conditions set forth.

CONSIDERATIONS: Five Hundred & 70/100 Dollars (\$ 500.00)⁰¹
PROPERTY COVERED AND RIGHT-OF-WAY:-

Southwest Quarter (SW¹/₄) of the Southeast Quarter (SE¹/₄), Section 33, Township 16 North, Range 12 East, Douglas County, Nebraska.
Beginning at a point on the West line of the above described premises, said point being 250 feet more or less North of the South line of the Southwest Quarter (SW¹/₄) of the Southeast Quarter (SE¹/₄); thence Northeasterly to a point 75 feet more or less East of the Northwest corner of the Southwest Quarter (SW¹/₄) of the Southeast Quarter (SE¹/₄); and on the North line thereof said Section 33, Township 16 North, Range 12 East.

The steel tower structures to be set upon the above described premises shall not exceed 04 in number, except that one additional steel tower structure may be placed, upon additional payment of \$ 500.00 per such additional structure, to Grantor, their successors and assigns.

CONDITIONS: The Grantor hereby grants to the District, its successors and assigns the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating, and maintaining said lines and equipment upon the property above described.

The Grantor hereby grants to the District, its successors and assigns, the permanent right, privilege and authority to cut down trees under or within 100 feet of the District's lines, and to cut down or trim any trees or limbs of trees under or on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris from such tree cutting and trimming shall be disposed of by the District.

The Grantor reserves the right to cultivate, use and occupy said land except that, without the prior written approval of the District, he shall not erect any structures, hay or straw stacks, or other objects, permanent or temporary or plant any trees, within 100 feet on either side of said center line.

The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantor and the District agrees to indemnify and save harmless the Grantor from any and all such damage and loss which may arise or occur to such property solely by reason of the District's negligence in the construction, operation and maintenance of said electric line.

This easement is binding on the heirs, executors, administrators and assigns of Grantors.

EXECUTED in 18 duplicate, this 21 day of Nov, 1952.

LE. DEPT.	ADJUTANT	DATE
	<u>W. W. Winkler</u>	<u>11/21/52</u>
ACCT. DEPT.	<u>A. S. Johnson</u>	<u>11/23/52</u>

Phillip Johnson
Phillip Johnson

Grantor
Grantor

Attest:
Assistant Secretary

OMAHA PUBLIC POWER DISTRICT
By Assistant General Manager

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 24th day of October, 1955, before me the under-
signed, a notary public in and for said County and State, personally appeared

Phillip Johnson & Miriam Johnson
husband and wife

personally to me known to be the identical person (s) who signed the foregoing
instrument as Grantor and who acknowledged the execution thereof to be
their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Leonard J. Schumaker
Notary Public

My Commission expires on the 14th day of February, 1959.

STATE OF NEBRASKA)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me the under-
signed, a notary public in and for said County and State, personally appeared

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22 MAY - April 1955 5:22 P
REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
THOMAS J. O'CONNOR, REGISTER OF DEEDS. 2.25