

RIGHT OF WAY EASEMENT

Line No. 73

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Bertha C. Bock

and the undersigned Tenant, _____
hereinafter called "Grantor(s)", in consideration of the sum of One Dollar and other considerations Dollars (\$ 1.00), and of the further agreements herein stated, do hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "District", a right of way with the perpetual right to survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain and operate thereon, electrical transmission lines consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment over, above, along, under, in and across the following described real estate situated in Douglas County, State of Nebraska, to-wit:

The West One-half of the Southeast Quarter (W1/2 SE1/4) and the East One-half of the Southwest Quarter (E1/2 SW1/4) of Section Eight (8), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

the area of the above described real estate to be covered by this easement shall be as follows: The East Two Hundred feet (200') of the East One-half of the Southwest Quarter (E1/2 SW1/4) of Section Eight (8), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

- District shall have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines. Such ingress and egress shall be exercised in a reasonable manner.
- District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain, operate and remove said lines, together with the express provision that any and all trees which, in falling, would come within 15 feet of the nearest electric line conductor may be topped or removed. All refuse from such tree cutting or trimming shall be burned or removed by the District.
- District hereby agrees to pay the Grantor(s) for any damage to real and/or personal property, fences, livestock, and to growing crops by reason of the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation, and removal of said electric lines. Payment for damages shall be on or before 90 days after the completion of any line construction or maintenance.
- Grantor(s) may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines, and provided further, that the Grantor(s) shall not allow any buildings, structures, combustible material or property, including hay or straw stacks to remain or be placed upon the above described easement area or change or alter the grade of the right-of-way herein described without the prior written consent of the District.
- District shall have the right, at any time, to relocate or add additional electric transmission lines consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment with changed dimensions and different voltages, over, above, along, under, in and across the above described real estate covered by this easement.
- It is further agreed that Grantor(s) has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

This agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 22 day of Sept, 1969.

OMAHA PUBLIC POWER DISTRICT

Ralph W. Shaw
Assistant General Manager

Bertha C. Bock
Bertha C. Bock

ATTEST:
[Signature]
Assistant Secretary
1969

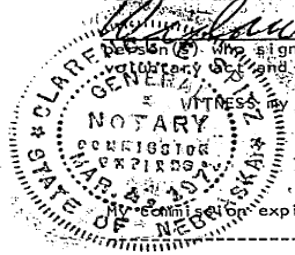
ENGR. DEPT. <u>W.E. Miller</u>	LEGAL DEPT. <u>[Signature]</u>	APPROVED <u>[Signature]</u>	Grantor(s) <u>[Signature]</u>
DATE <u>10-1-69</u>	DATE <u>10/23/69</u>	DATE <u>10/22/69</u>	DATE <u>9-29-69</u> <u>10-7-69</u>

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CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 27 day of Sept, 19 69, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bertine C Boeck to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.



WITNESS my hand and Notarial Seal the date above written. Clarence J. Spitz Notary Public

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

STATE OF NEBRASKA)
COUNTY OF) ss.

On this ___ day of ___, 19___, before me, the undersigned, a Notary Public in and for said County and State, appeared ___ and ___ to me personally known, who being by me duly sworn, did say that they are ___ President and ___ Secretary respectively of ___ (a Corporation), that the Seal affixed to said instrument is the Seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.

WITNESS my hand and Notarial Seal the date above written.

Notary Public

My Commission expires on the ___ day of ___, 19___.

MORTGAGEE'S CONSENT

TO OMAHA PUBLIC POWER DISTRICT:

As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the ___ day of ___, 19___, recorded in the Recorder's Office of ___ County, Nebraska, in Book ___, page ___, the undersigned hereby consent(s) and join(s) in the granting to said District of the within and foregoing right-of-way agreement.

Dated _____

ACKNOWLEDGEMENT OF MORTGAGEE'S CONSENT

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.
On this 17 day of Sept, 1969, before me, the undersigned, a Notary Public, personally appeared [Signature] to me known to be the person(s) who is (or are) named herein, and who executed the foregoing instrument, and acknowledged that she executed the same as a voluntary act and deed for the purpose therein expressed. My Commission expires on the ___ day of ___, 19___.

Notary Public

RECEIVED
1969 OCT 30 PM 3 01
C. HAROLD DOSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBRASKA

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