S-111

Line No. NAPPS

Doc. 2.66 (17)

R/W $ 1,500

TRANSMISSION LINE EASEMENT

In consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned owner(s) of the real estate hereinafter described, his/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "Grantee", a right of way with the perpetual right to survey, construct, reconstruct, inspect, repair, maintain and operate thereon a double-circuit electric transmission line consisting of poles, towers, tower footings, 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 Washington County, Nebraska, to wit: The North One-half of the Northwest Quarter (N1/2 NW1/4) and the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Twenty-four (24), Township Seventeen (17) North, Range Eleven (11), East of the 6th P.M., Washington County, Nebraska.

The approximate routing of the electric transmission line easement across the above described real estate shall be One Hundred feet (100') on each side of the following described centerline and said right of way shall be finally established by the location of the transmission line on said premises:

Beginning at a point on the South line of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4), approximately One Thousand One Hundred Sixty feet (1,160') East of the Southwest corner thereof, thence in a Northerly direction to a point of leaving located on the North line of said North One-half of the Northwest Quarter (N1/2 NW1/4), approximately One Thousand One Hundred Fifty feet (1,150') East of the Northwest corner thereof.

The electric transmission line structures to be constructed upon the above described premises shall not exceed 3 in number, except 1 such additional structures may be constructed upon an additional payment as per schedule contained herein to Grantor, their successors and assigns:

Steel towers on cultivated land, including overhanging conductors	$500 each
Steel towers on untillable or permanent pasture land, including overhanging conductors	$200 each
Overhang only	$ .50 per rod

Minimum payment $50.00

Grantee shall also have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the [illegible]

[illegible]

[illegible]

[illegible]

It is further agreed Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and that [illegible] heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee [illegible] against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

It is further agreed that Grantee may pay the consideration hereof by a single, joint payment to all Grantors, lessees or other persons [illegible] in discharge of its obligation hereunder.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument in triplicate this 3rd day of July, 1967.

OMAHA PUBLIC POWER DISTRICT

Assistant General Manager

ATTEST:

Assistant Secretary

Francis J. Hovendick

~~Elfrieda H. Hovendick~~ Velda V. Hovendick

Grantor

Recorded C
General C
Numerical C
Photostat C

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State of Nebraska } ss.
County of Washington }

Entered in Numerical Index and filed for record this 27 day of July A. D., 19 67 at 1:30 o'clock P. M. and recorded in book 27 at page 113

County Clerk

Deputy

CERTIFICATE OF ACKNOWLEDGEMENT : Individual

STATE OF NEBRASKA }
County of Washington }

On this 3rd day of July 19 67, before me, the undersigned, a Notary Public in and for said County, personally came Francis J. Hovendick & Velda V. Hovendick, his wife

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the date above written.

Notary Public

My commission expires the 13th day of January 19 71

Stanley J. Bednar

CERTIFICATE OF ACKNOWLEDGEMENT : Corporate

STATE OF NEBRASKA }
County of }

On this day of 19 before me, the undersigned, a Notary Public in and for said County, personally came

to me personally known to be the

of the corporation named in the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the date above written.

Notary Public

My commission expires the day of 19

BOND OR LEASE OR OTHER INSTRUMENT IN WHICH THIS CERTIFICATE IS USED

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