

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 3 phase, 69 kilo-volt electric transmission line together with necessary poles, wires, guys and other fixtures and appliances, over, upon, along and above the property herein described, upon the terms and conditions set forth.

CONSIDERATIONS: Fifty and no/100 Dollars (\$ 50.00)
PROPERTY COVERED AND RIGHT-OF-WAY:

SE 1/4 of SW 1/4 Sec. 36 Twp. 16N. R12E Douglas County, Nebraska

Overhanging the East 6 feet more or less along the East line and overhanging the South 6 feet more or less along the South line of above described property. This easement grants the District the right, privilege and easement to overhang the above described property with poles, crossarms, cables, wires, supports, fixtures and devices used or useful in the operation and maintenance of an electric transmission line. The supporting structures for which are located on adjacent lands.

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 twenty-five (25) feet of the District's lines, and to cut down or trim any trees or limbs of trees 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 District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, live stock 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 arising or occurring 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.

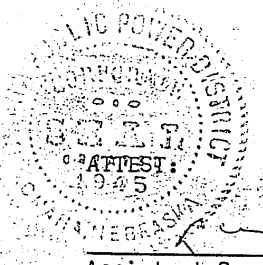
EXECUTED in triplicate this 15th day of October, 19 56.

Herbert G. Carlson
Herbert G. Carlson, Widower

Grantor

OMAHA PUBLIC POWER DISTRICT

By C. J. Maulton
Assistant General Manager



Robert
Assistant Secretary

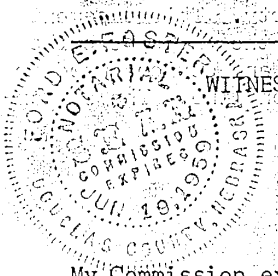
	APPROVED	DATE
LEGAL DEPT.	<u>W. W. Weirstrand</u>	<u>10/16/56</u>
ENGR. DEPT.	<u>C. J. Johnson</u>	<u>10/16/56</u>
ACCT. DEPT.		

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 15th day of October, 19 56, before me the undersigned, a notary public in and for said County and State, personally appeared

Herbert G. Carlson, Widower

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



WITNESS my hand and notarial seal the date above written.

L. E. Foster
Notary Public

My Commission expires on the 19th day of June, 19 59.

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, personally appeared

8. 2.50
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
23 DAY Oct. 19 56 AT 11:00 A. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.