

MISCELLANEOUS RECORD NO. 10

20324-RENFIELD & COMPANY, INC., OMAHA

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor, and the division thereof according to the separate agreement of the Grantor and the undersigned to their mutual satisfaction, and in the case of a Lessee, in consideration of the indemnity by the Grantee as to crop damage as the interest of Grantor and Lessee may appear, the undersigned, being the Lessee or otherwise in, or entitled to the, possession of the property described in the foregoing right of way easement, or otherwise possessing an interest in the property described in the foregoing right of way easement, hereby consent(s) to the survey for and construction of the electric transmission line or lines across the property therein described, in accordance with the terms of the said right of way easement, and insofar as the interest of the undersigned is affected by the said electric transmission line or lines, the undersigned does hereby waive any and all objections thereto and does hereby consent to all the terms of said right of way easement, and hereby expressly subordinates such interest to the rights granted to the Grantee by such right of way easement.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof this 18 day of Jan, 1967

STATE OF NEBRASKA) On this 18 day of Jan, 1967, before me, the undersigned, a Notary )ss. COUNTY OF Cass ) Public in and for said County and State, personally appeared

Ardon Ruhman\_ to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

(CLARENCE E. SPITZ ) (GENERAL NOTARY ) (COMMISSION EXPIRES ) (MAR 4, 1971 ) (STATE OF NEBRASKA )

WITNESS my hand and Notarial Seal the date above written.

My Commission expires on the 4 day of March, 1971.

Clarence E. Spitz Notary Public

APPROVED ENGR. LEGAL ACCT. C&D ENGR. JLW TRANS. ENGR. DEPT. Lloyd C. Shalla DEPT. Thomas Marshall DEPT. R. C. Learch DATE 1-23-67 DATE 1-27-67 DATE 1-30-67 DATE 1-21-67 DATE 1-23-67

\*\*\*\*\* RIGHT OF WAY EASEMENT Alice Pollock Perry To: Omaha Public Power District COMPARED Filed 10 February 1967 at 10:42 A. M. Book 10 page 120 Betty Philpot, Register of Deeds \$6.65

Line No. MAPPS

Doc. 2.60 (209) File # 88 Tract # 3 R/W \$ 600

RIGHT - OF - WAY 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 an electric transmission line 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 Cass County, State of Nebraska, to wit,

The Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) and the North One-half of the Northwest Quarter (N 1/2 NW 1/4) of Section Twelve (12), Township Eleven (11) North, Range Thirteen (13), East of the 6th P.M.

the approximate routing of the electric transmission line easement across the above described

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20334-REVISED &amp; COMPANY, INC., OMAHA

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AND DEEDS

real estate shall be 75' feet on each side of the following described centerline (as scaled from aerial photographs), and said right of way shall be finally established by the location of the electric 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), said point being approximately One Thousand Seven feet (1,007') East of the Southwest corner of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4); 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), said point being approximately One Thousand Fifty-six feet (1,056') East of the Northwest corner of said North One-half of the Northwest Quarter (N1/2 NW1/4).

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

2. Grantee shall also have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. Such ingress and egress shall be exercised in a reasonable manner.

3. Grantee 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, inspect, repair, maintain, operate and remove said line, together with the express provision that any and all trees and brush within 75' feet of the centerline of said line may be removed and any other 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 Grantee. In addition, the Grantee shall have the right to control by chemicals all weeds, trees and brush along the described right of way, provided this land is not being utilized for cultivated crops.

4. Grantee hereby agrees to pay in accordance with scheduled payment hereinafter provided and in addition thereto, agrees to pay the Grantors or lessee, as their interests may appear for any damage to personal property, fences, livestock, and to growing crops caused by the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. It is further agreed that in the future, all claims for damages must be submitted to the Grantee in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived. Final payment shall be made on or before 60 days after completion of the construction stated herein. In the event the Grantee does not commence the construction of said electric transmission line on described right of way within five (5) years of the date of this right of way easement, this right of way easement shall terminate.

5. Grantor may cultivate, use and enjoy the land within the right of way, provided that such use shall not, in the judgment of the Grantee, endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, operation and removal of said line and provided further that the Grantor shall not allow any combustible material or

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property, buildings, structures, hay or straw stacks to remain or be placed within 75' feet of the aforesaid centerline.

6. It is further agreed Grantor has 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 Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

7. It is further agreed that the initial transmission line, which is to be constructed under the terms and conditions of this instrument, shall generally consist of two-pole wooden structures together with steel and multi-pole structures as necessary, and that the Grantee shall have the right to convert the aforesaid wooden structure electric transmission line to a steel tower electric transmission line carrying one or more circuits for an additional payment according to the schedule contained herein.

Scheduled payment for rights herein granted shall be made to the Grantor on the following basis:

	<u>In Cultivated Fields</u>		<u>In Untillable Field or Pasture</u>
(a) For 2-Pole Structures (including overhang)	\$ 200	each	\$ 100 each
(b) For 3-Pole Structures (including overhang)	\$	each	\$ each
(c) For Steel Tower Structures (including overhang)	\$	each	\$ each
(d) For Anchors with Guys	\$	each	\$ each
(e) Overhang of Conductors	\$	per rod with a minimum payment of \$25.00 per tract.	

(f) Other  
R/W # 20

IN WITNESS WHEREOF, the parties hereto have signed thier names and caused the execution of this instrument in triplicate this 17 day of Jan, 1967.

OMAHA PUBLIC POWER DISTRICT

Alice Pollock Perry  
Alice Pollock Perry  
Grantor

Ralph W. Shaw  
Assistant General Manager

ATTEST:

C. C. Draney  
Assistant Secretary  
(OMAHA PUBLIC POWER DISTRICT )  
(CORPORATE SEAL )  
(CREATED 1945 )  
(OMAHA, NEBRASKA )

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA )  
COUNTY OF Cass ) ss. On this 17 day of Jan, 1967, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alice Pollock Perry, Widow to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the exectuion thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

My Commission expires on the 4 day of March, 1971.  
(CLARENCE E. SPITZ )  
(GENERAL NOTARY SEAL )  
(COMMISSION EXPIRES )  
(MAR. 4, 1971 )  
(STATE OF NEBRASKA )

Clarence E. Spitz  
Notary Public

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

STATE OF NEBRASKA )  
) ss. On this day of , 19 , before me, the undersigned, a  
COUNTY OF )  
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

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