

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:- One hundred and Fifty Dollars (\$150.00)  
PROPERTY COVERED AND RIGHT-OF-WAY:-

The East sixteen (16) feet of Lot five (5), Block one (1) and the North fifteen (15) feet of Williams Street adjoining on the South of the Credit Foncier Addition to the City of Omaha, Douglas County, Nebraska. (This easement is for overhanging conductors only. No foundations or footings will be erected on this property.)

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 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 ~~feet on either side of said center line~~ the confines of the above mentioned parcel.

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 triplicate this 2 day of June, 1958.

	APPROVED	DATE
LEGAL DEPT.	<u>W. W. Wenzel</u>	<u>6/3/58</u>
ENGR. DEPT.	<u>A. E. Johnson</u>	<u>6/3/58</u>
ACCT. DEPT.	<u>W. W. Wenzel</u>	<u>6/3/58</u>

Attest:

E. Wenzel  
Assistant Secretary

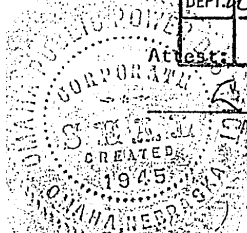
Vern Seaman  
Vern Seaman

Elaine Seaman  
Elaine Seaman

Grantor

OMAHA PUBLIC POWER DISTRICT

By E. E. Schmalz  
Assistant General Manager



STATE OF NEBRASKA }  
COUNTY OF Douglas } ss.

On this 2 day of June, 1958, before me the undersigned, a notary public in and for said County and State, personally appeared

Vern Seamans, Husband

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 his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Anthony S. Trocena  
Notary Public

My Commission expires on the 18 day of July, 1962.

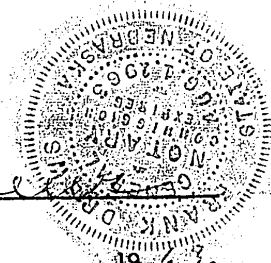
STATE OF NEBRASKA }  
COUNTY OF Douglas } ss.

On this 14th day of June, 1958, before me the undersigned, a notary public in and for said County and State, personally appeared

Elaine Seamans, 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 her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Frank D. [unclear]  
Notary Public

My Commission expires on the 1st day of August, 1963.

21

2 25