

TRANSMISSION LINE EASEMENT

In consideration of the sum of One Dollar and Other Considerations Dollars (\$1.00-----), and of the further agreements herein stated, the undersigned owner of the real estate hereinafter described, 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 "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:

That part of the Southeast Quarter of the Southeast Quarter (SEL/4 SEL/4) of Section Thirty-one (31), Township Fifteen (15) North, lying South of Union Pacific Railroad right-of-way; and part of the Northeast Quarter of the Northeast Quarter (NEL/4 NEL/4) of Section Six (6), Township Fourteen (14) North, both in Range Twelve (12), 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:

Referring to the Point known as the Southeast corner of the Northeast Quarter (NEL/4) of Section Six (6), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., and hereinafter called "Origin", and referring to a line connecting origin and the Southwest corner of the Northwest Quarter (NWL/4) of said Section Six (6) and hereinafter called "Base Line" and defining all Easterly or Westerly measurements to be made along base line or a line parallel thereto, and all Northerly or Southerly measurements to be made along a line perpendicular to base line.

Said transmission line shall be located as follows: Beginning at a point Five Hundred Eleven feet (511') West of and Two Thousand Nine Hundred Eighty-one feet (2,981') North of origin and on the Southwesterly property line of District property; thence Southeast along said Southwesterly property line to a point Three Hundred Seventy-three feet (373') West of and Two Thousand Seven Hundred Seventy-eight feet (2,778') North of origin; thence Westerly to a point Seven Hundred Ninety-eight and five-tenths feet (798.5') West of and Two Thousand Six Hundred Ninety-one feet (2,691') North of origin and on the Southwesterly line of existing District transmission line easement; thence Northwesterly along said Southwesterly easement line to a point Nine Hundred feet (900') West of and Two Thousand Eight Hundred Thirteen feet (2,813') North of origin; thence Northeasterly to the point of beginning; also beginning at a point Fifteen feet (15') West of and One Thousand Two Hundred Ninety-nine feet (1,299') North of origin; thence Northwest to a point One Hundred Forty-nine feet (149') West of and One Thousand Five Hundred Sixty-seven feet (1,567') North of origin and the Southwesterly line of existing District transmission line easement; thence Southeast along said Southwest easement line to a point Thirteen feet (13') West of and One Thousand Four Hundred Fifty-seven feet (1,457') North of origin; thence South to the point of beginning.

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1. 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.

2. 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 removed by the District.

3. District hereby agrees to pay the Grantor for any damages to real and/or personal property, by reason of the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said electric lines.

4. Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not 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 shall not allow any buildings, structures or combustible material to remain or be placed upon the above described easement area.

5. 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.

6. It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance.

7. This indenture shall remain in force until so long as the District shall use the described property for the purposes herein stated.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument in duplicate this 9<sup>th</sup> day of FEBRUARY, 1971.

OMAHA PUBLIC POWER DISTRICT

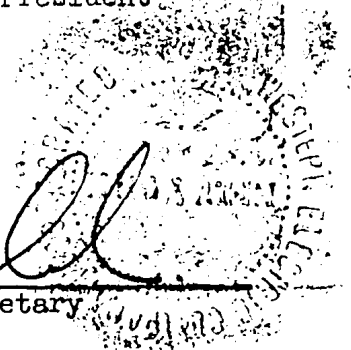
WESTERN ELECTRIC COMPANY, INCORPORATED

Shepherd Shaw  
Assistant General Manager

By: J. J. Walsh  
Executive Vice President

ATTEST:  
[Signature]  
Assistant Secretary

ATTEST:  
[Signature]  
Assistant Secretary



STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

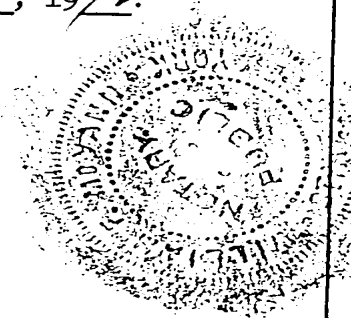
On this 9<sup>th</sup> day of FEBRUARY, 1971, before me, the undersigned, a Notary Public in and for said County and State, appeared J. T. West and M. L. Laskowski to me personally known, who being by me duly sworn, did say that they are Executive Vice President and Assistant Secretary, respectively, of Western Electric Company, Incorporated (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.

WILLIAM F. McVANN  
NOTARY PUBLIC, State of New York  
No. 41-7874335 - Queens County  
Term Expires March 30, 1972

William F. McVann  
Notary Public

My Commission expires on the 30<sup>th</sup> day of March, 1972.



C. & E. ENGR.	<u>2 X 10</u>
DATE	<u>4/16/71</u>
TRANS. ENGR.	<u>[Signature]</u>
DATE	<u>4-16-71</u>

APPROVED		
REC'D. BY <u>St. B. Miller</u>	ALSO BY <u>Thomas H. [Signature]</u>	ACCT. <u>E. C. [Signature]</u>
DATE <u>4-16-71</u>	DATE <u>4/19/71</u>	DATE <u>4/16/71</u>

10+00

5+00

0+00

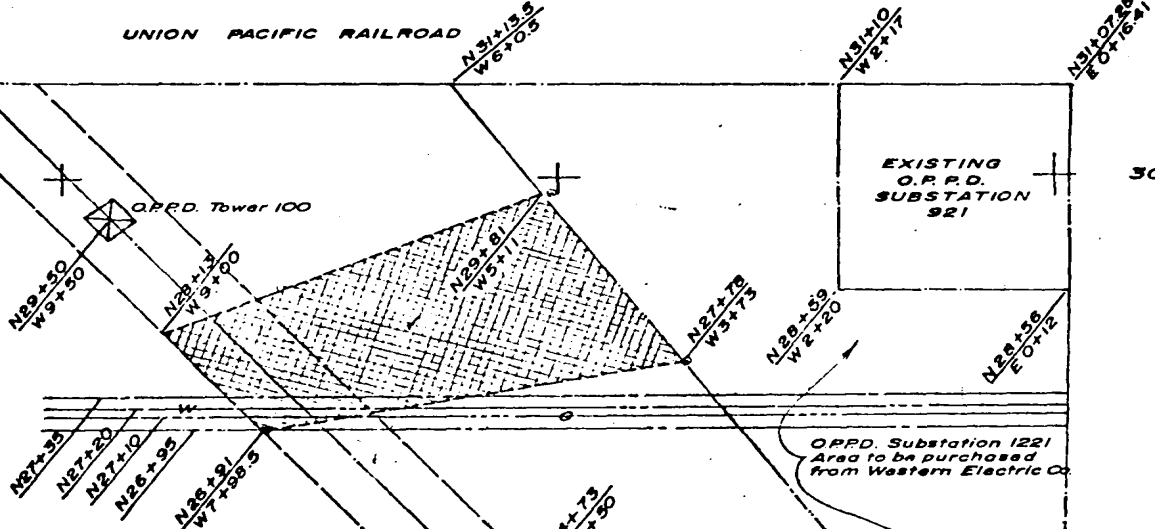
UNION PACIFIC RAILROAD

EXISTING  
O.P.R.D.  
SUBSTATION  
921

30+00



1" = 200'



O.P.R.D. Substation 1221  
Area to be purchased  
from Western Electric Co.

25+00

O.P.R.D. Tower 101

20+00

O.P.R.D. 161 K.V. Transmission Line Easement, Granted By  
Western Electric Company, Inc. Gated 12-24-58

120th STREET



Area covered by  
this easement.

15+00

O.P.R.D. Tower 102

Reference to be made to Western Electric Company, Inc. Dwg 195-49004

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.  
17 DAY OF August 1971 at 2:57 PM. C. HAROLD OSTLER, REGISTER OF DEEDS

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