

State of Nebraska

County of Washington } ss. 337

458

Entered in Numerical Index and filed for record

this 29 day of March

A. D., 1968 at 8:30 o'clock P. M.

and recorded in book 2 at page 458-459

Recorded ☒General ☒Numerical ☒Photostat ☐Line of _____
County Clerk

TRANSMISSION LINE EASEMENT

Deputy

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/her 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", the 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 and across the following described real estate situated in Washington County, Nebraska, to wit, Tax Lot 24, Section 13, Township 13N, Range 11E, East of the 6th P.M., Washington County, Nebraska, being a part of the Northwest Quarter (NW1/4) of Section Thirteen (13), 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:

A strip of land Two Hundred feet (200') in width, One Hundred feet (100') on each side of and parallel to the following described reference line: Beginning at a point on the Easterly line of State Highway 133, approximately One Thousand One Hundred Fifty feet (1,150') West of and approximately Eight Hundred Twenty-five feet (825') North of the Southeast (SE) corner of the Northwest Quarter (NW1/4) of said Section Thirteen (13); thence in a Northeasterly direction to a point of leaving located on the North line of the aforesaid Northwest Quarter (NW1/4), approximately Three Hundred Eight feet (308') West of the Northeast (NE) corner thereof.

1. The electric transmission line structures to be constructed upon the above described premises shall not exceed 72 in number, except that 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 acre

(minimum payment \$50.00)

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 100 feet of the centerline of said line may be removed, and any and all 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 addition thereto, the Grantor or lessee, as their interest 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.

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 property, buildings, structures, hay or straw stacks to remain or be placed within 100 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/her 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 Grantee may pay the consideration hereof by a single, joint payment to all Grantors, Lessees or other person in interest, 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 14 day of

February, 1968.

OMAHA PUBLIC POWER DISTRICT

Assistant General Manager

ATTEST:

Assistant Secretary

JAN 14 1968

JAN 14 1968

William A. Kay

Madeline T. Kay

Grantor

CERTIFICATE OF ACKNOWLEDGEMENT - Individual



On this February, 1968, before me, the undersigned, a Notary Public in and for said County and State, appeared William & Kay Madhoun & wife to me known personally 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.

WITNESS my hand and Notarial Seal the date above written.

James L. Hozney
Notary Public

My Commission expires on the 24 day of May, 1972

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

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, 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 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.

Notary Public

My Commission expires on the _____ day of _____, 19____

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 _____ day of _____, 19____.

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

WITNESS my hand and Notarial Seal the date above written.

Notary Public

My Commission expires on the _____ day of _____, 19____

APPROVED

Trans. Engr. MC Date 2-15-68
Engr. Dept. Raymond Madhoun Date 3-15-68
Acct. Dept. R.C. Lench Date 3-7-68

C & S Engr. JPW Date 2-14-68
Legal Dept. OV

