

S-573

Line No. MAPP5

Doc. 2.67 (8)

File # 4-5

Tract # 6-1

R/W \$ 1825.<sup>00</sup>

TRANSMISSION LINE 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 Washington County, State of Nebraska, to wit:

Tax Lot One (1) of the South One-half of the Southwest Quarter (S1/2 SW1/4) of Section Six (6) and Tax Lot Four (4) and Lots Seventeen (17) through Twenty-two (22), inclusive of Weimers Addition, as surveyed, platted and recorded, all being a part of the North One-half of the Northwest Quarter (N1/2 NW1/4) of Section Seven (7), all in Township Eighteen (18) North, Range Twelve (12), 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 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 North line of Lot Sixteen (16), Weimers Addition, Eighty-five feet (85') more or less West of the Northeast corner thereof; thence in a Northwesterly direction to a point of turning located Four Hundred Eighty feet (480') more or less South of and One Thousand Two Hundred Sixty-nine feet (1,269') more or less East of the Northwest corner of Section Seven (7); thence continuing in a Northwesterly direction to a point of leaving located on the North line of the South One-half of the Southwest Quarter (S1/2 SW1/4) of Section Six (6), Eight Hundred Forty-six feet (846') more or less East of the Northwest corner thereof.

One certain three (3) pole angle structure, including down-guys and anchors extending in a Northeasterly direction for a distance of not to exceed 100' from the above stated point of turning.

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

	In Cultivated Fields	In Uncultivated Field or Pasture
For 2-Pole Structures (including overhang)	\$250 each	\$125 each
For 3-Pole Structures (including overhang)	\$375 each	\$185 each
For Steel Tower Structures (including overhang)	\$ _____	\$ _____
For Anchors with Guys	\$100 each	\$ 50 each
Overhang Only	\$ <u>750.00</u> per foot with a minimum payment of \$25.00 per foot	

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 25 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 addition thereto, 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. Final payment shall be made on or before 90 days after completion of the construction stated herein.

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 25 feet of the aforesaid centerline, or change or alter the grade of right of way herein described without the prior written approval of the Grantee.

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.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument in triplicate this 25<sup>th</sup> day of June, 19 68

OMAHA PUBLIC POWER DISTRICT  
Assistant General Manager

Leonard T. P. Munk  
Leonard T. P. Munk

Helen E. Munk

ATTEST:  
[Signature]  
Assistant Secretary

Grantor

R/W #23  
1/15/68

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA }  
COUNTY OF Wash. } ss.

On this 25<sup>th</sup> day of June, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Leonard T.P. Monk and Helen E. Monk, husband and wife 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.

Howard B. Thompson  
Notary Public

My Commission expires on the 3<sup>rd</sup> day of Feb., 1970



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, personally 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 its 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 \_\_\_\_\_

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\_\_\_\_

Trans. Engr. [Signature] Date 8-5-68  
Engr. Dept. [Signature] Date 8/5/68  
Accl. Dept. R.C. Larch Date 8/8/68

APPROVED

C & S Engr. [Signature] Date 8-3-68  
Legal Dept. [Signature] Date 8-7-68

Recorded [initials]  
General [initials]  
Numerical [initials]  
Photostat [initials]

State of Nebraska } ss. 840  
County of Washington }  
Entered in Numerical Index and filed for record  
this 12<sup>th</sup> day of August  
A. D., 1968 at 8:55 o'clock A.M.  
and recorded in book 2 at page 573-574  
[Signature]  
County Clerk

\_\_\_\_\_  
Deputy