

ANTON J. KREIKER & WIFE :  
 AND :  
 OMAHA PUBLIC POWER DISTRICT :  
 CONTRACT \$2.40 Pd. - - - - -

Filed June 23, 1948, at 11 o'clock A.M.

*Bessie Waters*  
 County Clerk

(Rev. 3-24-48)

STANDARD  
 TRANSMISSION LINE  
 CONTRACT

THIS INDENTURE, Made this 20th day of May, 1948, by and between Anton J. Kreiker and Vera L. Kreiker his wife, of the County of Douglas, State of Nebraska, hereinafter called the "Grantor(s)," and the OMAHA PUBLIC POWER DISTRICT, a Public Corporation and Political Subdivision of the State of Nebraska, hereinafter called "District",

WITNESSETH:

That for and in consideration of \$1.00, receipt of which is hereby acknowledged by the Grantor(s), and the agreement by the District further to pay \$80.00 for each two-pole "H" frame structure when the entire structure is located on the property hereinafter described, but when less than the entire structure is located on the property hereinafter described, then only one-half of the amount last above-stated, which last above-stated amount is to be paid as hereinafter provided, and in further consideration of the mutual covenants and agreements herein contained, the Grantor(s) do(es) hereby grant and convey unto the District, its lessees, successors, and assigns, forever, the perpetual right, privilege, easement, right-of-way and authority to survey for, erect, construct, operate and maintain a high voltage electric transmission line or lines in, on and across the following described real estate, including the perpetual right to conduct surveys and install, repair, replace and remove poles, electric transmission lines, wires, cables, grounding devices, anchors, brace poles, stubs, guys, guy wires, buried conductors, either placed singly or running continuously underneath and parallel to the line or both, and other fixtures and appliances necessary or convenient in connection therewith, through, over, upon, along and across the property of Grantor(s) located in Sarpy County, State of Nebraska, more particularly described as follows:

Tax Lot 5A in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 21 Township 14 North Range 13 East of the 6th P.M.

together with all the rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purposes herein described, including the right of ingress and egress to and from said property at all times, which said transmission line or lines will be along the following approximate route:

Beginning at a point on the East Line of said Tax Lot 5A approximately 53 feet North of Southeast Corner of Said Tax Lot 5A, thence South approximately 36 degrees West across said Tax Lot 5A to the South Line of said Tax Lot 5A.

and such grant shall run with and bind the aforescribed property.

The Grantor(s) do(es) hereby further grant unto the District, its lessees, successors and assigns forever, the permanent right, privilege and authority to cut down trees under or within Twenty-Five (25) feet each way from the center line of the District's line, and to cut down or trim any trees or limbs of trees on either side of the center line of the District's line as would be a hazard to or in any way interfere with said line, the District to be the sole judge as to the necessity of cutting down, trimming or otherwise removing said tree or trees. All refuse or debris resulting from such tree felling or tree trimming or both shall be disposed of by cutting wood into Eight (8) foot length, piling said wood along the adjacent property line and burning or otherwise disposing of all other refuse and debris. The District shall also have the right to remove, or otherwise dispose of, anything within said Twenty-Five (25) feet each from the center line of the District's line which, in the District's opinion, would be a hazard to said line or in any way interfere with said line or the construction, maintenance or operation thereof. The Grantor(s) further agree(s) that nothing will be constructed, erected or maintained within a distance of Twenty-Five (25) feet each way from the center line of the District's line, which would be a hazard to such line or in any way interfere therewith.

The District shall at all times exercise due care and diligence to avoid any injury or damage to the crops, live stock and other personal property of the Grantor(s), and the District agrees to indemnify and save harmless the Grantor(s) or Their, lessee, as their interest may appear, from any and all damage or loss arising or occurring to such property solely by reason of the District's negligence in the construction, operation and maintenance of said transmission line or lines or by reason of the District's employees or agents actually going upon or actually entering upon the property herein described in connection with the construction, operation and maintenance of said transmission line or lines. It is further agreed that all claims for damage must be in writing and filed with the District within thirty (30) days after such damages shall have been occurred; otherwise, it is agreed that said claim for damages shall have been waived.

The Grantor(s) for Them self(ves), Their heirs, executors, administrators, successors and assigns do(es) covenant and warrant that They (is) (are) lawfully seized of said premises, that They has(ve) good right and lawful authority to make such conveyance and that They, Their heirs,

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executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance. Said Grantor(s) further covenant that said real estate is free from encumbrance, except as follows:

The District agrees that should the transmission line or lines constructed hereunder be abandoned for a period of five (5) years, the right-of-way or easement hereby secured shall then cease and terminate and this Contract shall be of no further force and effect against the property hereinabove described.

It is expressly agreed that in the event the District does not commence construction of its transmission line or lines, poles, wires, cables, anchors, brace supports, grounds, guys, guy wires and other fixtures and appliances thereon within a period of five (5) years from the date of this Contract, then this Contract shall become void and of no effect, and in such event the District shall be absolved from the payment of the sum last above stated. The first sum above stated and paid, however, is to be the property of and to be retained by the Grantor(s).

The sum last above stated, to-wit the amount to be paid on location of structures, shall be paid by the District to the Grantor(s) or, at the option of the District, or, at the direction of the Grantor(s), to the Grantor(s), Mortgagee(s), if any, Lessee(s), if any, and any other person or persons having a prior interest, but only after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Lessees of said property or other persons in possession at the date of this Contract, and after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Mortgagees or other persons having a prior interest, upon this instrument, or have otherwise obtained and deposited with the District releases, waivers or subordination agreements from such Mortgagees, Lessees or such other persons substantially to the effect of the agreement herein inscribed.

The Grantor(s), for Them self(ves), Their heirs, executors, administrators, successors and assigns, do(es) further agree that no claim shall ever be made against the District, its lessees and assigns, for any depreciation in value of said land by reason of the location of said transmission line or lines of said property, and the Grantor(s) do(es) further agree that They, Their heirs, executors, administrators, successors and assigns will not directly or indirectly interfere with said transmission line or lines and will cooperate with the District in the erection, construction, operation and maintenance of said transmission line or lines.

It is further agreed that the District has the right to commence construction of said transmission line or lines upon notification by the District in writing to the Grantor(s) of its intent to commence said construction.

It is further agreed that no agent, employee, or other representative of the District has authority to change the terms of this Contract or waive any of its provisions, and no change in this Contract shall be valid unless in writing and signed by an executive officer of the District, and that this Contract shall be of no force and effect until signed by an executive officer of the District.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set Their hand(s) and the District has caused the due execution of this instrument by its officers hereunto duly authorized in Triplicate, this 17th day of May, 1948.

In the Presence of:  
Emilie K. Fenton

Anton J. Kreiker  
Vera L. Kreiker  
Grantor(s)

\*\*\*\*\*  
OMAHA PUBLIC POWER DISTRICT  
OMAHA, NEBRASKA CREATED 1945 \*  
CORPORATE SEAL \*\*\*\*\*

OK CWM

OMAHA PUBLIC POWER DISTRICT  
By J. E. Davidson  
General Manager

Attest:  
F. J. Moylan  
Its Secretary or Assistant  
Secretary.

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

On this 17 day of May, 1948, before me, the undersigned Emilie K. Fenton, a Notary Public, duly commissioned and qualified in and for said County and State, personally came Anton J. Kreiker and Vera L. Kreiker, husband & Wife, to me known to be the identical person(s) whose name(s) are affixed to and who executed the foregoing instrument as Grantor(s) and have acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

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EMILIE K. FENTON NOTARIAL SEAL  
DOUGLAS COUNTY, NEBRASKA \*  
COMMISSION EXPIRES \*\*\*\*\*

Emilie K. Fenton  
Notary Public

My Commission Expires August 8, 1953.