

E A S E M E N T

BOOK 447 PAGE 321

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 electric transmission line (s), 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: Three Thousand Five Hundred Twenty-Nine Dollars (\$3,529).

PROPERTY DESCRIPTION:

That portion of the East One-Half of the Southeast Quarter of the Southwest Quarter (E1/2 SE 1/4 SW 1/4) of Section Thirty-three (33), Township Sixteen (16) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, not platted as Maple Crest Addition.

EASEMENT DESCRIPTION:

Beginning at a point Sixty-two (62') feet North of and One Hundred Ninety-four (194') feet West of the Southeast corner of said Southwest Quarter; thence in a Northeasterly direction to a point of intersection with the Westerly line of an existing Omaha Public Power District Transmission Line right of way, said point being Three Hundred Sixty-five (365') feet North of and Eighty-seven (87') feet West of the aforesaid Southeast corner; thence in a Northerly direction along said Westerly right of way line to a point of turning, said point being Five Hundred Seven (507') feet North of and Eighty-one (81') feet West of the aforesaid Southeast corner; thence in a Southwesterly direction to a point of turning located Eighty (80') feet North of and Two Hundred Two (202') feet West of the aforesaid Southeast corner; said point being the Southeast corner of Lot 2, Maple Crest Addition, as surveyed, platted and recorded; thence in a Southwesterly direction to a point of turning located Seventy-eight (78') feet North of and Two Hundred Thirty-six (236') feet West of the aforesaid Southeast corner; thence in a Southeasterly direction to a point of turning located Sixty-two (62') feet North of and Two Hundred Thirty-four (234') feet West of the aforesaid Southeast corner; thence in a Easterly direction to the point of beginning. (The South line of the SW 1/4 of Sec. 33, T 16 N, R 12 E is assumed East-West in direction.)

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 line (s) 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 above described easement area of the District's line (s), 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 line (s). All refuse or debris from such tree cutting and trimming shall be disposed of by the District.

BOOK 447 PAGE 322

This easement is granted on the condition that the District, without the prior written consent of the Grantor, will not set the base of the new O. P. P. D. Tower 56A, as shown on O. P. P. D. drawings, any lower than the grade of the Interstate ramp as measured easterly at right angles to O. P. P. D. Tower 56A. The base of the Tower shall be the place where the steel of the Tower is joined to the concrete.

The Grantor reserves the right to cultivate, use, and occupy said land, including the right to erect structures or buildings on said land, or to plant trees, shrubbery, or other landscaping on said land, provided that said structures, buildings, trees, or shrubbery, or other landscaping do not exceed 30 feet in height as measured from the final grade of said land.

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 Grantor.

EXECUTED IN TRIPLICATE this 18 day of February 1967.

Attest:

THE 103 PLAZA INC., a Nebraska Corporation

Paul R. Krizec
Secretary

By Frank R. Krizec
President

Attest:

N. P. DODGE CO., a Nebraska Corporation

D. A. Abernathy Jr.
Assistant Secretary

By Charles G. Ditch
GRANTORS President

Attest:

OMAHA PUBLIC POWER DISTRICT

Almond
Assistant Secretary

Ralph W. Shaw
Assistant General Manager

DISTRICT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of Feb., 1967, before me, the undersigned, a Notary Public in and for said County, personally came Frank R. Krizec, President of The 103 Plaza, Inc., a Nebraska corporation, to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary

BOOK 447 PAGE 324

RECEIVED
 MAR 13 AM 10 14
 THOMAS J. O'CONNOR
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

447 misc
 324

Omaha Public Power
 & Light Co.

33-16-12-700

33-16-12