

FILED FOR RECORD IN SARY COUNTY NEB. 17th 1936 12:30 P.M.  
AND RECORDED IN BOOK 43 OF NEB. REC. 146.

*Effects*  
17, 18, 34, 35, 30, 31  
29, 25, 20, 40, 47

AGREEMENT

This Agreement by and between IRENE ANNA GLESMANN, hereinafter sometimes referred to as owner, and OMAHA PUBLIC POWER DISTRICT, a public corporation, hereinafter sometimes referred to as District,

WITNESSETH:

WHEREAS, Irene Anna Glesmann is the owner of real property described as follows:

The South one-half (S $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 8, Township 13 North, Range 13, East of the 6th P.M., Sary County, Nebraska;

WHEREAS, in proceedings in the County Court of Sary County, Nebraska, the District by right of eminent domain acquired an easement upon and across owner's said property, which easement is legally described as follows:

A strip of land 300 feet in width, 225 feet East of and parallel to and 75 feet West of and parallel to the following described reference line - Beginning at a point on the South line of said South one-half of the Southeast Quarter, 1,876 feet West of the Southeast Corner thereof; thence in a Northwesterly direction to a point of leaving located on the North line thereof, 1,958 feet West of the Northeast Corner thereof.

WHEREAS, these parties have appealed said condemnation proceedings to the District Court of Sary County, Nebraska, and now desire to compromise and settle their controversy, part consideration for which they intend to be the licenses and undertakings herein granted and agreed to.

NOW, THEREFORE, in consideration of these premises, it is agreed by and between the parties hereto as follows:

1. That the District does hereby grant and remise to Irene Anna Glesmann, her heirs, devisees and assigns, permanent licenses to construct (a) a roadway 60-feet wide and to construct and maintain utilities therein and (b) to construct and maintain within a strip 10-feet wide underground utilities, which roadway and underground utilities easement shall cross said easement, and shall be located and described in accordance with the plat, which is marked Exhibit "A", attached hereto and hereby made a part hereof. Said roadway and underground utilities easement are respectively described as follows:

- (a) A strip or roadway 60 feet in width across the above described easement, the south boundary of which strip shall be 60 feet south of the north property line of the owner's property described above, which strip shall be parallel to said

*File* 001185 ✓

43-146

12<sup>35</sup>

1446-A

north property line of said owner's property, above described.

- (b) A strip or underground easement 10 feet in width across the above described easement, the center line of which 10-foot strip shall be located as follows: Commencing on the east boundary of the District's said easement 610 feet north of the south property line of the owner's above described property; thence traversing across the District's said easement in a northwesterly direction to a point of departure located on the west boundary line of the District's said easement, 870 feet north of the south property line of the owner's said property, above described.

2. That the District shall retain all of the rights in owner's property in said easement acquired in said condemnation proceedings except the rights granted to the owner herein, and it is agreed that the above described 60-foot roadway and 10-foot utilities easement may be excavated to depths necessary for access across said easement to the owner's property on either side of said easement, and that no structures, other than roadway and utilities shall be erected, installed or maintained in said strips licensed herein, and that no blasting, excavating or structures shall be permitted within the balance of the District's easement.

3. District hereby agrees to pay the owner or lessees, as their interest may appear, for any damage to real and/or personal property, fences, livestock, and to growing crops by reason of the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation, and removal of said electric lines.

4. That this Agreement shall be binding upon the heirs, devisees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF we have hereunto set our hands  
January, 1970.  
this 5th day of December, 1969.

Irene Anna Glesmann  
Irene Anna Glesmann, Owner

OMAHA PUBLIC POWER DISTRICT,  
a Public Corporation,

By Joseph H. Hauer  
Assistant General Manager

146-B

STATE OF NEBRASKA )

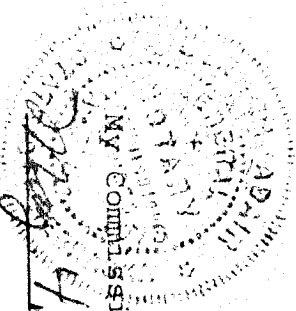
) ss

COUNTY OF Lincoln )

JANUARY, 1970

On this 5<sup>th</sup> day of ~~December~~, 1969, before me a Notary Public in and for said county and state personally appeared Irene Anna Glesmann, to me known to be the identical person who executed the foregoing instrument as owner, and acknowledged that the execution of same was her voluntary act and deed.

Henry M. Olson  
Notary Public



My Commission expires:

4/1/1973

STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )

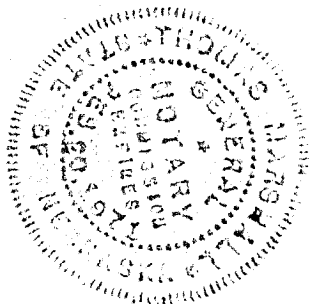
JANUARY, 1970

On this 9<sup>th</sup> day of ~~December~~, 1969, before me a Notary Public in and for said county and state personally appeared Ralph W. Shaw, to me known to be Assistant General Manager of Omaha Public Power District, a public corporation, and the identical person who executed the foregoing instrument on behalf of said corporation, and acknowledged that his execution of the same was his voluntary act and deed and the voluntary act and deed of said public corporation.

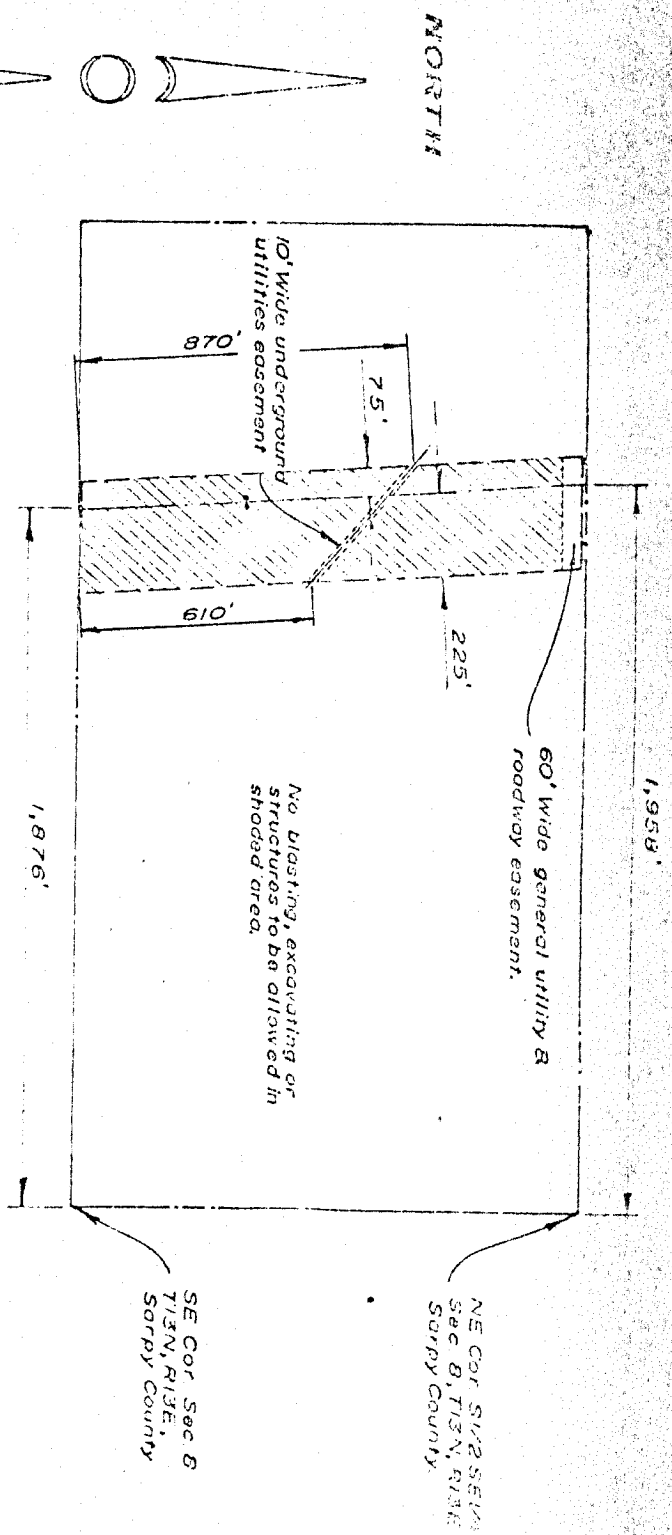
Thomas Marshall  
Notary Public

My Commission expires:

Feb 26, 1971



146-C



- 1 - Description of land -  
The size of the SE 1/4 of Sec 8, T13N, R13, E of the 6th PM, S27, Co., NE 1/4
- 2 - Description of Easement -  
A strip of land 300' in width, 225' East of one parallel 10' and 7.5' West of one parallel to the following described reference line - Beginning old point on the South line of said Sec 8 of the SE 1/4, 1,876' West of the SE corner thereof; thence in easterly direction 100 feet of bearing located on the North line thereof, 1,958' West of the NE corner thereof
- 3 - Owner -  
Irene Ann Giesmann, single

### LEGEND

- Property Line
- Reference Line
- Limits of Easement

## EXHIBIT "A"

Scale 1" = 500' Map No. 1004-1-241