

50-543

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereinafter called "District", a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

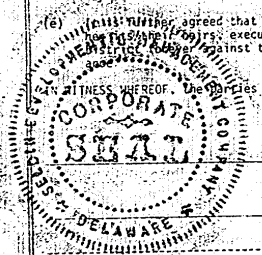
Lot Thirty-five (35), South Woods Addition, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

FILED FOR RECORD 7-5-77 at 3:30 P.M. IN BOOK 50 OF Misc Recs. PAGE 543 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 325

the area of the above described real estate to be covered by this easement shall be as follows:
A strip of land Thirty-five feet (35') wide lying parallel to and adjacent to the Southeast (rear) lot line of said Lot Thirty-five (35).

CONDITIONS:

- (a) The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (b) The District shall also have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all 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 disposed of by the District, and the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.
- (c) The District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
- (d) Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights and provided further that the Grantor shall not allow any buildings, structures, hay stacks or other property to remain or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without the prior written approval from the District.
- (e) Grantor further agrees that 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 District, its successors, administrators, successors and assigns against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.



WITNESSES WHEREOF, the undersigned parties hereto have signed their names and caused the execution of this instrument this 1 day of July, 1977. Formerly MILLARD INVESTMENT COMPANY Seldin Dev & Mgmt Co. Millard R. Seldin & Co.

STATE OF NEBRASKA COUNTY OF Douglas On this 1 day of July, 1977, before me the undersigned, a Notary Public in and for said County, personally came Millard R. Seldin, President of Seldin Dev & Mgmt Co. personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at Omaha, Nebraska, in said County the day and year last above written. My Commission expires: 19 November 1978

Transmission Engineer Date: 2-77 Land Rights and Services Date 7-1-77 Recorded in Misc. Book No. at Page No. on the day of 19

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