

37-194

Wood

EASEMENT

The undersigned, hereinafter called "Grantor", hereby grants and conveys to OMAHA PUBLIC POWER DISTRICT, hereinafter called "District", its successors and assigns, a perpetual right, easement and authority to survey, construct, reconstruct, operate and maintain its high voltage electric transmission lines, with all poles, towers, crossarms, cables, wires, guy supports and other fixtures and appliances on the terms and conditions set forth over, upon, along and above the property herein described.

CONSIDERATION: One Dollar & other valuable considerations, dollars (\$ 1.00)

PROPERTY DESCRIPTION AND APPROXIMATE CENTERLINE OF EASEMENT:

The North one-half (N1/2) of the Southeast Quarter (SE1/4) of Section Fifteen (15), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

Easement shall be binding upon the North Thirty (N30') feet of the North one-half of the Southeast Quarter (N1/2 SE1/4) of said Section Fifteen (15).

This easement cancels and supercedes that certain easement dated August 31, 1929, between Nebraska Power Company, predecessor to Omaha Public Power District and recorded in Book 7 of Miscellaneous Records at Page 209 in the Register of Deeds Office of Sarpy County, Nebraska.

THE FOLLOWING IS A SUMMARY OF THE CONTENTS OF THE ORIGINAL INSTRUMENT: THE INSTRUMENT IS A PERPETUAL EASEMENT GRANTED BY THE GRANTOR TO THE DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF SURVEYING, CONSTRUCTING, REPAIRING, OPERATING AND MAINTAINING SAID LINES AND EQUIPMENT UPON THE PROPERTY ABOVE DESCRIBED.

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 surveying, constructing, repairing, operating and maintaining said lines 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 30' of the centerline of the District's transmission line, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said transmission line in breaking off and falling over or against said transmission line. All refuse or debris from such tree cutting and trimming shall be disposed of by the District.

The Grantor reserves the right to cultivate, use and occupy said land except that, without the prior written approval of the District, he shall not erect any structures, hay or straw stacks, or other objects, permanent or temporary of plant any trees, within 30' on either side of said centerline.

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 Grantors:

EXECUTED in triplicate this 27th day of July, 1966.

ATTEST:

Dorothy Fase
Grantors Dorothy Fase

OMAHA PUBLIC POWER DISTRICT



William J. ...
Assistant Secretary

Dorothy Fase
Assistant General Manager

R/W #3
1-19-65

	APPROVED	DATE
LEGAL DEPT.	<i>Thomas Marshall</i>	8/2/66
ENGR. DEPT.	<i>W. J. ...</i>	7/24/66
ADCT. DEPT.	<i>R. C. Lench</i>	8/1/66

1214

FILED FOR RECORD IN SARPY COUNTY NEBR. Sept 7 1966 AT 2 O'CLOCK P.M. 323
AND RECORDED IN BOOK 37 OF PAGE 194 Office of the Register of Deeds

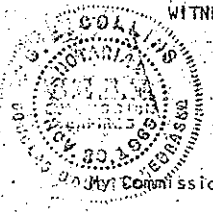
37-195

STATE OF NEBRASKA }
COUNTY OF Cass } ss

On this 27 day of July, 1966, before me the undersigned, a Notary Public in and for said County and State, personally appeared Dorothy Fase, single

personally to me known to be the identical person (s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.



[Signature]
Notary Public

My Commission expires on the 28 day of Nov, 1969.

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County personally came _____, President of _____, (a 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 act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at _____ in said County the day and year last above written.

Notary Public

My Commission expires the _____ day of _____, 19____.

1623 Henry St. Omaha

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