

Bk 1

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Line No. 181

TRANSMISSION LINE EASEMENT

Doc. 2,86 (29)

1-488

3,600

In consideration of the sum of One Dollar (\$1.00), each of which is hereby acknowledged, and of the further agreement herein stated, the undersigned hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "grantee", a right of way with the right to survey, construct, reconstruct, inspect, repair, maintain and operate thereon a double-circuit electric transmission line consisting of poles, towers, cross-arms, insulators, wires, supports and other fixtures and equipment over, above, along, under, in and across the following described real estate situated in Washington County, Nebraska, to-wit: The Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4); Tax Lot Six (6) being part of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of Section Thirty-one (31) and the East One-half of the Southeast Quarter of the Southeast Quarter (E 1/2 SE 1/4 SE 1/4) of Section Thirty (30), both in Township Eighteen (18) North, Range Twelve (12), East of the 6th P.M., Washington County, Nebraska.

The easement herein is for the electric transmission line easement across the above described real estate and is one hundred feet (100') in width and shall be located as follows: Beginning at a point on the west line of said Tax Lot Six (6), approximately Nine Hundred Ninety feet (990') North of and approximately Two Thousand Two Hundred Sixty feet (2,260') West of the Southeast corner of said Section Thirty-one (31); thence in a Northeasterly direction to a point of turning located approximately One Thousand One Hundred Fifty-two feet (1,152') North of and Two Thousand One Hundred Seventy feet (2,170') West of the Southeast corner of said Section Thirty-one (31); thence in a Northeasterly direction to a point of turning located approximately Three Hundred Eighty feet (380') South of and approximately Six Hundred Thirty feet (630') West of the Northeast corner of said Northeast Quarter (NE 1/4); thence in a Northeasterly direction to a point of turning located on the East line of said East One-half of the Southeast Quarter of the Southeast Quarter (E 1/2 SE 1/4 SE 1/4), approximately Five Hundred Eighty feet (580') North of the Southeast corner thereof.

The grantee shall construct the structure to be constructed over the above described premises at a cost not to exceed \$100,000.00, and shall pay for such additional structure as may be constructed upon an additional payment as provided herein to grantor, its successors and assigns.

Steel towers on cultivated land including overhanging conductors	\$100,000.00
Steel towers on undeveloped or permanent pasture and including overhanging conductors	\$200,000.00
Overhead wire	\$50,000.00
(Total estimated cost \$350,000.00)	

The grantee shall have the right of access and egress across the above described premises for any purpose necessary in connection with the construction, reconstruction, inspection, repair, maintenance, operation and removal of said transmission line and appurtenant facilities.

The grantee shall have the right to use, remove or install any and all right of way or easement necessary for the construction, reconstruction, reconstruction, inspection, repair, maintenance, operation and removal of said transmission line and appurtenant facilities.

The grantee shall be liable to any and all persons for damages caused by the construction, reconstruction, inspection, repair, maintenance, operation and removal of said transmission line.

The grantee shall have the right to use the land within the right of way, provided that such use shall not be in violation of the provisions of the National Fire Insurance Underwriting Association's Standard Fire Policy and the provisions of the National Fire Insurance Underwriting Association's Standard Fire Policy.

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OMAHA PUBLIC POWER DISTRICT

Ruby G. Brundage
Ruby G. Brundage
J. Brundage, Sr.

APPROVED	LEGAL	ACCT. DEPT.	C. S. ENGR.
DATE 3/11/67			

Recorded ✓
General ✓
Numerical ✓
Protostat ✓

182

State of Nebraska)
County of Washington) ss 865
Entered in Numerical Index and filed for record
this 23 day of August
A. D. 1917 at 2:35 o'clock P. M.
and recorded in book 9 at page 181-182

James C. Tucker
County Clerk

STATE OF NEBRASKA

COUNTY OF Washington

On this 14 day of August 1917 before me the undersigned a Notary Public in and for said county and State of Nebraska

appeared Charles Frank Ruby his wife known persons who signed the foregoing instrument and who acknowledged the execution thereof to be the execution of their respective marital obligations

and that said husband and wife are the same persons as

Roger B. Stricklett
Notary Public
Roger B. Stricklett

Witness my hand and official seal this 7 day of November 1918

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF _____

On this _____ day of _____ 19____ before me the undersigned a Notary Public in and for said county and State of Nebraska

appeared _____ and _____ to be persons known and being by my duty known to be duly qualified to execute the same

Secretary, President or other officer of _____ a corporation, and the seal of said corporation is on the instrument and that said instrument was signed and sealed or bound on behalf of said corporation and acknowledged as such on the part of said corporation by its duly authorized executive

Witness my hand and official seal this _____ day of _____ 19____

Witness my hand and official seal this _____ day of _____ 19____

CERTIFICATE OF MARRIAGE PERSONALLY APPEARING TO JUDGE OF THE DISTRICT COURT

I do hereby certify that the within and foregoing certificate of marriage was duly recorded in the office of the Clerk of the District Court of the County of _____ and State of Nebraska and that the same is a true and correct copy of the original as filed in the office of the Clerk of the District Court of the County of _____ and State of Nebraska and that the same is a true and correct copy of the original as filed in the office of the Clerk of the District Court of the County of _____ and State of Nebraska and that the same is a true and correct copy of the original as filed in the office of the Clerk of the District Court of the County of _____ and State of Nebraska

Witness my hand and official seal this _____ day of _____ 19____

D. K. Brundage
D. K. Brundage

STATE OF NEBRASKA

COUNTY OF Washington

On this 14 day of August 1917 before me the undersigned a Notary Public in and for said county and State of Nebraska

appeared Charles Frank Ruby his wife known persons who signed the foregoing instrument and who acknowledged the execution thereof to be the execution of their respective marital obligations

and that said husband and wife are the same persons as

Roger B. Stricklett
Notary Public
Roger B. Stricklett

Witness my hand and official seal this 7 day of November 1918

Filed for _____ day of _____ 19____

Filed for _____ day of _____ 19____

Filed for _____ day of _____ 19____