

RIGHT-OF-WAY EASEMENT

Omaha Public Power District

R/W 2660

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: The North One-half of the Northeast Quarter (N 1/2 NE 1/4) of Section Thirty-five (35), Township Sixteen (16) North, Range Nine (9), East of the 6th P.M., Douglas County, Nebraska.

the area of the above described real estate to be covered by this easement shall be as follows:

We hereby grant to Omaha Public Power District A above ground overhead cross arm easement only. No construction of poles, towers, down guys, anchors, underground cables and other necessary fixtures and equipment will be permitted over, upon, above, along, under, in and across the above described real estate.

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 or straw 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) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 20 day of July, 1976

William Flynn
Ailene Flynn
Flynn

Max M. Callihan
Marlene K. Callihan
Callihan

STATE OF Nebraska
COUNTY OF Dodge
On this 2 day of August, 1976,
before me the undersigned, a Notary Public in and for said
County, personally came William Flynn
and Ailene Flynn

STATE OF Kansas
COUNTY OF Johnson
On this 20 day of July, 1976,
before me the undersigned, a Notary Public in and for said County and State,
personally appeared Max M. Callihan and
Marlene K. Callihan

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 their voluntary act and deed for the purpose therein expressed.

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

Witness my hand and Notarial Seal at Fremont in said County the day and date above written.
HELEN V. NISSEN
General Notary State of Nebr.
My Commission Expires
DECEMBER 21, 1977
Helen V Nissen
NOTARY PUBLIC

Witness my hand and Notarial Seal the date above written.
JESSIE L. CARLSON
STATE NOTARY PUBLIC
JOHNSON COUNTY, KANSAS
Jessie L. Carlson
NOTARY PUBLIC

My Commission expires: December 21, 1977

My Commission expires: August 13, 1978

Transmission Engineer _____ Date _____ Land Rights and Services RWP Date 8/5/76

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____

RECEIVED

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C. HANSEN BOSTER
REGISTRAR OF DEEDS -
DOUGLAS COUNTY, NEBR.

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