

MISCELLANEOUS RECORD NO. 10

20334—REDFIELD & COMPANY, INC., OMAHA

"Grantor," hereby grant and convey to Omaha Public Power District, its successors and assigns, hereinafter called "Grantee," a right of way with the perpetual right to survey, construct, reconstruct, inspect, repair, maintain and operate thereon an electric transmission line consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment over, above, along, under, in and across the following described real estate situated in Cass County, State of Nebraska, to wit,

The South One-half of the North One-half of the Southeast Quarter ($S\frac{1}{2} N\frac{1}{2} SE\frac{1}{4}$);
the North One-half of the South One-half of the Southeast Quarter ($N\frac{1}{2} S\frac{1}{2} SE\frac{1}{4}$)
and the North One-half of the South One-half of the South One-half of the Southeast Quarter ($N\frac{1}{2} S\frac{1}{2} S\frac{1}{2} SE\frac{1}{4}$) of Section Four (4), Township Twelve (12) North, Range Thirteen (13), East of the 6th P.M.

the approximate routing of the electric transmission line easement across the above described real estate shall be 75' feet on each side of the following described centerline (as scaled from aerial photographs), and said right of way shall be finally established by the location of the electric transmission line on said premises: Beginning at a point on the East line of said North One-half of the South One-half of the South One-half of the Southeast Quarter ($N\frac{1}{2} S\frac{1}{2} S\frac{1}{2} SE\frac{1}{4}$), Three Hundred Fifty (350') feet North of the Southeast corner thereof; thence in a Northwesterly direction to a point of leaving located on the North line of said South One-half of the North One-half of the Southeast Quarter ($S\frac{1}{2} N\frac{1}{2} SE\frac{1}{4}$), Six Hundred Forty-six (646') feet West of the Northeast corner thereof.

One-half of the southeast quarter (S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$), six hundred forty-six (646) feet west of the Northeast corner thereof.

1. The electric transmission line structures to be constructed upon the above described premises shall not exceed Three (3) in number, except that zero (0) such additional structures may be constructed upon an additional payment as per schedule contained herein to Grantor, their successors and assigns.

2. Grantee shall also have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. Such ingress and egress shall be exercised in a reasonable manner.

3. Grantee shall have the right to trim or remove all trees and brush on said right of way as may be necessary to efficiently survey, construct, reconstruct, inspect, repair, maintain, operate and remove said line, together with the express provision that any and all trees and brush within 75' feet of the centerline of said line may be removed and any other 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 burned or removed by the Grantee. In addition, the Grantee shall have the right to control by chemicals all weeds, trees and brush along the described right of way, provided this land is not being utilized for cultivated crops.

4. Grantee hereby agrees to pay in accordance with scheduled payment hereinafter provided and in addition thereto, agrees to pay the Grantors or lessee, as their interests may appear for any damage to personal property, fences, livestock, and to growing crops caused by the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line.

premises shall not exceed three (3) in number, except that zero (0) such additional structures may be constructed upon an additional payment as per schedule contained herein to Grantor, their successors and assigns.

2. Grantee shall also have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. Such ingress and egress shall be exercised in a reasonable manner.

3. Grantee shall have the right to trim or remove all trees and brush on said right of way as may be necessary to efficiently survey, construct, reconstruct, inspect, repair, maintain, operate and remove said line, together with the express provision that any and all trees and brush within 75' feet of the centerline of said line may be removed and any other 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 burned or removed by the Grantee. In addition, the Grantee shall have the right to control by chemicals all weeds, trees and brush along the described right of way, provided this land is not being utilized for cultivated crops.

4. Grantee hereby agrees to pay in accordance with scheduled payment hereinafter provided and in addition thereto, agrees to pay the Grantors or lessee, as their interests may appear for any damage to personal property, fences, livestock, and to growing crops caused by the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. It is further agreed that in the future, all claims for damages must be submitted to the Grantee in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages

shall have been waived. Final payment shall be made on or before 60 days after completion of the construction stated herein. In the event the Grantee does not commence the construction of said electric transmission line on described right of way within five (5) years of the date of this right of way easement, this right of way easement shall terminate.

5. Grantor may cultivate, use and enjoy the land within the right of way, provided that such use shall not, in the judgment of the Grantee, endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, operation and removal of said line and provided further that the Grantor shall not allow any combustible material or property, buildings, structures, hay or straw stacks to remain or be placed within 75' feet of the aforesaid centerline.

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

7. It is further agreed that the initial transmission line, which is to be constructed under the terms and conditions of this instrument, shall generally consist of two-pole wooden structures together with steel and multi-pole structures as necessary, and that the Grantee shall have the right to convert the aforesaid wooden structure electric transmission line to a steel tower electric transmission line carrying one or more circuits for an additional payment according to the schedule contained herein.

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ENGR.	LEGAL	ACCT.	C.&S. ENGR.	JLW
DEPT. Lloyd C. Shalla	DEPT. Peter J. Vaughn	DEPT. R. C. Learch	DATE	2-3-67
DATE 2/8/67	DATE 2/25/67	DATE 2-28-67	TRANS.ENGR.	LJK
			DATE	2-20-67

RIGHT OF WAY EASEMENT

Ila G. Todd
 To:
 Omaha Public Power District

COMPARED

Filed 14 March 1967 at: 9:20 A.M.
 Betty Philpot, Register of Deeds
 \$ 6.90

Line No. MAPPS

Doc. 2.60 (230)
 File # 98
 Tract # 4
 R/W \$ 200

R I G H T - O F - W A Y E A S E M E N T

In consideration of the sum of One Dollar (\$1.00) receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned owner(s) of the real estate hereinafter described, his/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor," hereby grant and convey to Omaha Public Power District, its successors and assigns, hereinafter called "Grantee," a right of way with the perpetual right to survey, construct, reconstruct, inspect, repair, maintain and operate thereon an electric transmission line consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment over, above, along, under, in and across the following described real estate situated in Cass County, State of Nebraska, to wit:

The North One-half of the Northeast Quarter (N½ NE¼) of Section Four (4),

Township Twelve (12) North, Range Thirteen (13), East of the 6th P.M.

the approximate routing of the electric transmission line easement across the above described real estate shall be 75' feet on each side of the following described centerline (as scaled from aerial photographs), and said right of way shall be finally established by the location of the

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... FOLLOWING DESCRIBED CENTERLINE (as scaled from aerial photographs), and said right of way shall be finally established by the location of the electric transmission line on said premises: Beginning at a point on the South line of said North One-half of the Northeast Quarter ($N\frac{1}{2}$ $NE\frac{1}{4}$), Nine Hundred Nine (909') feet East of the Southwest corner thereof; thence in a Northwesterly direction to a point of leaving located on the North line thereof, Two Hundred Forty (240") feet East of the Northwest corner thereof.

1. The electric transmission line structures to be constructed upon the above described premises shall not exceed one (1) in number, except that one (1) such additional structures may be constructed upon an additional payment as per schedule contained herein to Grantor, their successors and assigns.

2. Grantee shall also have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. Such ingress and egress shall be exercised in a reasonable manner.

3. Grantee shall have the right to trim or remove all trees and brush on said right of way as may be necessary to efficiently survey, construct, reconstruct, inspect, repair, maintain, operate and remove said line, together with the express provision that any and all trees and brush within 75' feet of the centerline of said line may be removed and any other 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 burned or removed by the Grantee. In addition, the Grantee shall have the right to control by chemicals all weeds, trees and brush along the described right of way, provided this land is not being utilized or cultivated

crops.

4. Grantee hereby agrees to pay in accordance with scheduled payment hereinafter provided and in addition thereto, agrees to pay the Grantors or lessee, as their interests may appear for any damage to personal property, fences, livestock, and to growing crops caused by the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. It is further agreed that in the future, all claims for damages must be submitted to the Grantee in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived. Final payment shall be made on or before 60 days after completion of the construction stated herein. In the event the Grantee does not commence the construction of said electric transmission line on described right of way within five (5) years of the date of this right of way easement, this right of way easement shall terminate.

5. Grantor may cultivate, use and enjoy the land within the right of way, provided that such use shall not, in the judgment of the Grantee, endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, operation and removal of said line and provided further that the Grantor shall not allow any combustible material or property, buildings, structures, hay or straw stacks to remain or be placed within 75' feet of the aforesaid centerline.

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

title or interest prior to or contrary to this conveyance.

7. It is further agreed that the initial transmission line, which is to be constructed under the terms and conditions of this instrument, shall generally consist of two-pole wooden structures together with steel and multi-pole structures as necessary, and that the Grantee shall have the right to convert the aforesaid wooden structure electric transmission line to a steel tower electric transmission line carrying one or more circuits for an additional payment according to the schedule contained herein.

Scheduled payment for rights herein granted shall be made to the Grantor on the following basis:

	<u>In Cultivated Fields</u>	<u>In Untillable Field or Pasture</u>
(a) For 2-Pole Structures (including overhang)	\$ 200.00 each	\$ 100.00 each
(b) For 3-Pole Structures (including overhang)	\$ _____ each	\$ _____ each
(c) For Steel Tower Structures (including overhang)	\$ _____ each	\$ _____ each
(d) For Anchors with Guys	\$ _____ each	\$ _____ each
(e) Overhang of Conductors	\$ _____ per rod with a minimum payment of \$25.00 per tract.	

R/W #20 (f) Other _____

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument in triplicate this 1 day of Febr , 1967.

OMAHA PUBLIC POWER DISTRICT

Ralph W Shaw
Assistant General Manager

ATTEST:
C. C. Draney
Assistant Secretary

Ila G Todd
Ila _ Todd

identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

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

APPROVED

ENGR.	LEGAL	ACCT.	C. & S. ENGR.	JLW
DEPT. L Shalla	DEPT. Peter J. Vaughn	DEPT. R. C. Learch	DATE	2-27-67
DATE 3/13/67	DATE 3/8/67	DATE 3-9-67	TRANS.ENGR.	LJK
			DATE	3-4-67

RIGHT OF WAY EASEMENT
Grace Elizabeth Finch et al
To:
Omaha Public Power District

COMPARED

Filed 23 March 1967 at: 8:56 A.M.
Betty Philpot, Register of Deeds
\$ 6.90

Line No. MAPPS

Doc. 2.60 (229)
File # 98
Tract # 3
R/W \$ 400.00

RIGHT - OF - WAY EASEMENT

In consideration of the sum of One Dollar (\$1.00) receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned owner(s) of the real estate herein-after described, his/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor," hereby grant and convey to Omaha Public Power District, its successors and assigns, hereinafter called "Grantee," a right of way with the perpetual right to survey, construct, reconstruct, inspect, repair, maintain and operate thereon an electric transmission line consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment over, above, along, under, in and across the following described real estate situated in Cass County, State of Nebraska, to wit,

The North One-half of the North One-half of the Southeast Quarter ($N\frac{1}{2} N\frac{1}{2} SE\frac{1}{4}$) and the South One-half of the Northeast Quarter ($S\frac{1}{2} NE\frac{1}{4}$) of Section Four (4), Township Twelve (12) North, Range Thirteen (13), East of the 6th P.M.

the approximate routing of the electric transmission line easement across the above described real estate shall be 75' feet on each side of the following described centerline (as scaled from aerial photographs), and said right of way shall be finally established by the location of the electric transmission line on said premises: Beginning at a point on the South line of said North One-half of the North One-half of the Southeast Quarter ($N\frac{1}{2} N\frac{1}{2} SE\frac{1}{4}$), Six Hundred Forty-six (646') feet West of the Southeast corner thereof; thence in a Northwesterly direction to a point of leaving located on the North line of said South One-half of the Northeast Quarter ($S\frac{1}{2} NE\frac{1}{4}$), Nine Hundred Nine (909') feet East of the Northwest corner thereof.

1. The electric transmission line structures to be constructed upon the above described premises shall not exceed Two (2) in number, except that one (1) such additional structures may be constructed upon an additional payment as per schedule contained herein to Grantor, their successors and assigns.

2. Grantee shall also have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. Such ingress and egress shall be exercised in a reasonable manner.

3. Grantee shall have the right to trim or remove all trees and brush on said right of way as may be necessary to efficiently survey, construct, reconstruct, inspect, repair, maintain, operate and remove said line, together with the express provision that any and all trees and brush

operate and remove said line, together with the express provision that any and all trees and brush within 75' feet of the centerline of said line may be removed and any other 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 burned or removed by the Grantee. In addition, the Grantee shall have the right to control by chemicals all weeds, trees and brush along the described right of way, provided this land is not being utilized for cultivated crops.

4. Grantee hereby agrees to pay in accordance with scheduled payment hereinafter provided and in addition thereto, agrees to pay the Grantors or lessee, as their interests may appear for any damage to personal property, fences, livestock, and to growing crops caused by the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. It is further agreed that in the future, all claims for damages must be submitted to the Grantee in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived. Final payment shall be made on or before 60 days after completion of the construction stated herein. In the event the Grantee does not commence the construction of said electric transmission line on described right of way within five (5) years of the date of this right of way easement, this right of way easement shall terminate.

5. Grantor may cultivate, use and enjoy the land within the right of way, provided that such use shall not, in the judgment of the Grantee, endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, operation and removal of said line and provided further that the Grantor shall not allow any combustible material or property, buildings, structures, hay or straw stacks to remain or be placed within 75' feet of the aforesaid centerline.

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

7. It is further agreed that the initial transmission line, which is to be constructed under the terms and conditions of this instrument, shall generally consist of two-pole wooden structures together with steel and multi-pole structures as necessary, and that the Grantee shall have the right to convert the aforesaid wooden structure electric transmission line to a steel tower electric transmission line carrying one or more circuits for an additional payment according to the schedule contained herein.

Scheduled payment for rights herein granted shall be made to the Grantor on the following basis:

	<u>In Cultivated Fields</u>		<u>In Untillable Fields or Pasture</u>	
(a) For 2-Pole Structures (including overhang)	\$ 200.00	each	\$ 100.00	each
(b) For 3-Pole Structures (including overhang)	\$ _____	each	\$ _____	each
(c) For Steel Tower Structures (including overhang)	\$ _____	each	\$ _____	each
(d) For Anchors with Guys	\$ _____	each	\$ _____	each
(e) Overhang of Conductors	\$ _____ per rod with a minimum payment of \$25.00 per tract.			
R/W #20 (f) Other _____				

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument in triplicate this 4 day of Febr , 1967.

OMAHA PUBLIC POWER DISTRICT

Ralph W Shaw
Assistant General Manager

Grace Elizabeth Finch
Grace Elizabeth Finch

Helen Janet Finch
Helen Janet Finch

ATTEST.

MISCELLANEOUS RECORD NO. 10

20334-REDFIELD & COMPANY, INC., OMAHA

was signed and sealed on behalf of said Corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.

WITNESS my hand and Notarial Seal the date above written.

My Commission expires on the ___ day of _____, 19__.

Notary Public

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor, and the division thereof according to the separate agreement of the Grantor and the undersigned to their mutual satisfaction, and in the case of a Lessee, in consideration of the indemnity by the Grantee as to crop damage as the interest of Grantor and Lessee may appear, the undersigned, being the Lessee or otherwise in, or entitled to the, possession of the property described in the foregoing right of way easement, or otherwise possessing an interest in the property described in the foregoing right of way easement, hereby consent(s) to the survey for and construction of the electric transmission line or lines across the property therein described, in accordance with the terms of the said right of way easement, and insofar as the interest of the undersigned is affected by the said electric transmission line or lines, the undersigned does hereby waive any and all objections thereto and does hereby consent to all the terms of said right of way easement, and hereby expressly subordinates such interest to the rights granted to the Grantee by such right of way easement.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof this 9 day of Febr , 1967.

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the undersigned is affected by the said electric transmission line or lines, the undersigned does hereby waive any and all objections thereto and does hereby consent to all the terms of said right of way easement, and hereby expressly subordinates such interest to the rights granted to the Grantee by such right of way easement.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof this 9 day of Febr , 1967.

Thomas C. Grosshans

STATE OF NEBRASKA)

)ss. On this 9 day of Febr , 1967, before me, the undersigned, a Notary Public
COUNTY OF Cass)

in and for said County and State, personally appeared Thomas C. Grosshans to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

My Commission expires on the 4 day of March, 1971.

(CLARENCE E. SPITZ)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(MAR. 4, 1971)
(STATE OF NEBRASKA)

Clarence E. Spitz
Notary Public

APPROVED

ENGR.	LEGAL	ACCT.	C.&S. ENGR.	JLW
DEPT. Lloyd C. Shalla/H	DEPT. Peter J. Vaughn	DEPT. R. C. Learch	DATE	2-15-67
2/17/67	DATE 3/8/67	DATE 3-9-67	TRANS.ENGR.	LJK
			DATE	2-17-67

RIGHT OF WAY EASEMENT
William T. Starkjohn et al
To:
Omaha Public Power District

COMPARED

Filed 23 March 1967 at: 8:57 A.M.
Betty Philpot, Register of Deeds
\$ 6.90