

Affects Lot 201

350

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, guys, supports and other fixtures and appurtenances, on the following conditions set forth, over, upon, along and above the property herein described:

CONSIDERATION: TWO HUNDRED & SEVENTY FIVE DOLLARS \$275.00
DOLLARS

PROPERTY DESCRIBED BY THE APPROXIMATE CENTERLINE OF EASEMENT (as scaled from aerial photographs):

The Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4); the West One Half of the Southeast Quarter of the Northwest Quarter (W 1/2 of SE 1/4 of NW 1/4) and fifteen (15) acres North of creek to the East One Half of the Southeast Quarter of the Northwest Quarter (E 1/2 of SE 1/4 of NW 1/4) all in Section 31, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

Centerline Description:

Beginning at a point on the East ²¹⁶line of the Southeast Quarter of the Northwest Quarter of Section 31, 210 feet South of the Northeast corner of the Southeast Quarter of the Northwest Quarter, thence in a North-westerly direction to a point of leaving located on the North line of the Southeast Quarter of the Northwest Quarter, 210 feet West of the Northeast corner of said Southeast Quarter, of the Northwest Quarter of Section 31. ²¹⁷

Overhanging conductors only. There will be no structures placed on this parcel.

The wood pole structures to be set upon above described premises shall not exceed none in number, except that none additional wood two-pole "H" frame structures may be placed, upon an additional payment of per each additional structure, to Grantors, their successors and assigns.

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 40 feet 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 which would be hazardous 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, or plant any trees, within 40 feet on either side of said centerline.

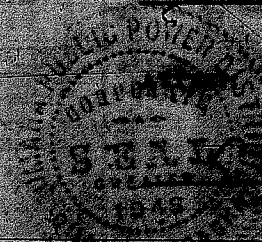
The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantor and the District agrees to indemnify and save harmless the Grantor from any and all such damage and loss which may arise or occur to such property solely by reason of the District's negligence in the construction, operation and maintenance of said electric line.

This agreement is binding on the heirs, executors, administrators and assigns of Grantors.

ELECTION is to be made on the 13th day of November, 1957.

Henry Neuhaus
Henry Neuhaus

Opal O. Neuhaus
OPAL O. NEUHAUS



OMAHA PUBLIC POWER DISTRICT

A. B. Johnson
Assistant General Manager

STATE OF NEBRASKA

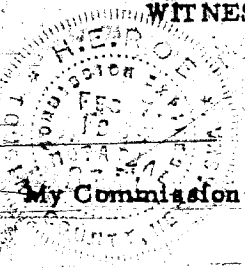
COUNTY OF Douglas

On this 13th day of November, 1959, before me the undersigned, a notary public in and for said County and State, personally appeared

Henry Neuhaus and Opal O. Neuhaus HUSBAND AND WIFE

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 their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



Henry Neuhaus
Notary Public

My Commission expires on the 7th day of February, 1964.

STATE OF NEBRASKA

COUNTY OF

On this ___ day of ___, 19___, before me the

undersigned, a notary public in and for said County and State, personally appeared

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 voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My Commission expires on the ___ day of ___, 19___

12-9-58

12/14/59	11/11/59	11/11/59	11/11/59
11/11/59	11/11/59	11/11/59	11/11/59
DATE	DATE	DATE	DATE

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
28 DAY 1960 AT 8:45 AM THOMAS J. O'CONNOR, REGISTER OF DEEDS 3.00