

35-15-11

Check your lot

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 East One-half of the Northeast Quarter (E 1/2 NE 1/4) of Section Two (2), Township Fourteen (14) North and that part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4), lying Southwest of Railroad right of way, in Section Thirty-five (35), Township Fifteen (15) North, all in Range Eleven (11), 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: The West Seventeen feet (17') of the East Fifty feet (50') of the East One-half of the Northeast Quarter (E 1/2 NE 1/4) of Section Two (2), Township Fourteen (14) North and the West Seventeen feet (17') of the East Fifty feet (50') of the North One Hundred Eighty-seven feet (187') of the South Two Hundred Twenty feet (220') of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Thirty-five (35), Township Fifteen (15) North, all in Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

The owner reserves the right to construct roadways and driveways upon said easement in order to provide access from 144th Street to the remainder of the owner's lands.

40 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 3.50  
29 DAY OF Dec 25 AT 2:49 P.M. - C. HAROLD OSTLER, REGISTER OF DEEDS

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 29 day of September, 1975

*Karen E. Comfort*

United States National Bank of Omaha as Testamentary Trustee under Last Will of

Katherine C. Allison, xxx, Deceased

By: *Glenn A. Bied*  
Trust Officer

STATE OF

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the undersigned, a Notary Public in and for said

County, personally came \_\_\_\_\_

President of \_\_\_\_\_

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 \_\_\_\_\_ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

Transmission Engineer \_\_\_\_\_ Date \_\_\_\_\_ Land Rights and Services *OK* Date *4/22/76*

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

STATE OF

COUNTY OF

On this 29<sup>th</sup> day of September, 1975, before me the undersigned, a Notary Public in and for said County and State personally appeared

*Glenn A. Bied*, Trust Officer  
United States National Bank of Omaha

personally to me known to be the identical person(s) 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.



GARY R. OLOFF  
GENERAL NOTARY - State of Neb.  
My Commission Expires  
April 22, 1976

*Gary R. Oloff*  
NOTARY PUBLIC

My Commission expires: *April 22, 1976*