

2-14-72

9.5.191

EASEMENT

BOOK 501 R/W \$ PAGE 230

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/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 "District," a right-of-way with the perpetual right to survey, construct, reconstruct, ~~XXXXXX~~ ~~XXXXXX~~ inspect, repair, replace, ~~XXXXXX~~ maintain and operate thereon, electric transmission lines consisting of ~~XXXXXX~~ pole ~~XXXXXX~~ down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, above, along, under, in and across the following described real estate situated in Douglas County, State of Nebraska, to wit:

A tract of land located in the Northeast Quarter of Section 2, Township 14 North, Range 12, East of the 6th Principal Meridian in Douglas County, Nebraska, bounded and described as follows: Commencing at the Northeast corner of Section 2, which point is on the center line of "F" Street and 72nd Street; thence West 1,578 feet along the center line of "F" Street; thence South 0°10' East 885 feet to the point of beginning, being the Southwest corner of the Weyerhaeuser property and the East line of 76th Street; thence South 0°10' East 210 feet; thence East 346.17 feet to the West property line of the Union Pacific Railroad; thence North 0°10' West 210 feet along the West property line of the Union Pacific Railroad to the Weyerhaeuser South property line; thence West 346.17 feet along the Weyerhaeuser South property line to the point of beginning, containing 72,695 square feet, or 1.67 acres, more or less. In the description the center line of "F" Street is assumed as true East and West.

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

The North Seven feet (7') of the East Thirty-five feet (35') of the above described property.

In the event the District, its successors or assigns, shall at any time cease to use the easement and right herein granted for the purposes aforesaid and such non-use continues for a period of Two (2) years, then and in that event, the easement and right hereby granted, and all rights of District hereunder, shall automatically and absolutely cease and terminate without notice or demand, and all said rights hereunder shall revert to and become reinvested in Grantor as fully and completely as if this Agreement had not been made.

1. 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
2. District shall 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.
3. District hereby agrees to 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.
4. Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgment of the District, endanger or be a hazard to or interfere with the rights hereinbefore granted, and provided further, that the Grantor shall not allow any buildings, structures, combustible material or 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 prior written approval from the District.
5. 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/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.

16th IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this day of June, 19 71.

OMAHA PUBLIC POWER DISTRICT  
[Signature]  
Assistant General Manager  
ATTEST: [Signature]  
Assistant Secretary

KEEBLER COMPANY, a Delaware corporation  
By [Signature] Vice President  
ATTEST [Signature]  
W. S. Maker, Secretary  
Grantor

Transmission Engineer [Signature] Date 6/29/71  
Engineering Dept. [Signature] Date 6/29/71  
Accounting Dept. [Signature] Date 6/29/71

Approved  
C. & S. Engineer [Signature] Date 6/29/71  
Legal Department [Signature] Date 6/29/71

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA )
COUNTY OF \_\_\_\_\_ ) ss.

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

to me known personally to be the 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.

Notary Public

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

Illinois
STATE OF ILLINOIS )
COUNTY OF DuPage ) ss.

On this 16th day of June, 1971, before me, the undersigned, a Notary Public in and for said County and State, appeared K. L. Larson and

W. S. Maker to me personally known, who being by me duly sworn, did say that they are Vice President and Secretary respectively of Keebler Company, (a Corporation), that the Seal affixed to said instrument is the Seal of said Corporation and that said instrument 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.

[Handwritten Signature]

Notary Public

My Commission expires on the 31 day of January, 1974.

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 terms stated above 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

STATE OF NEBRASKA )
COUNTY OF \_\_\_\_\_ ) ss.

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

to me known personally to be the 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.

Notary Public

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.