

Line No. HAPPS

TRANSMISSION LINE EASEMENT

File # _____
Tract # _____

In consideration of the sum of Three Hundred & no/100----- Dollars (300.00), 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 "District," a right-of-way with the perpetual right to survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain and operate thereon, electrical transmission lines 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 Douglas County, State of Nebraska, to-wit: Part of the West One-half of the South One-half of the North Two-fifths of the Northwest Quarter (W1/2 S1/2 N2/5 NW1/4) of Section Two (2), Township Fourteen (14) North, Range Twelve (12), 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: Beginning at a point Forty-six feet (46') West of the Northeast corner of the West One-half of the South One-half of the North Two-fifths of the Northwest Quarter (W1/2 S1/2 N2/5 NW1/4) of Section Two (2), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska; thence East Forty-six feet (46') to said Northeast corner; thence South along the East line of said West One-half of the South One-half of the North Two-fifths of the Northwest Quarter (W1/2 S1/2 N2/5 NW1/4) of said Section Two (2), a distance of Seventy-one feet (71'); thence Northwesterly to the point of beginning.

covered by this easement

- District shall have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines. Such ingress and egress shall be exercised in a reasonable manner.
- District 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, relocate, inspect, repair, replace, add to, maintain, operate and remove said lines, 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 burned or removed by the District.
- District hereby agrees to pay the Grantor or Lessee, as their interest may appear, for any damage to real and/or personal property, fences, livestock, and to growing crops by reason of the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation, and removal of said electric lines.
- 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 survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines, and provided further, that the Grantor shall not describe easement area.
- District shall have the right, at any time, to relocate or add additional electric transmission lines consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment, with changed dimensions and different voltages, over, above, along, under, in and across the above described real estate covered by this easement.
- 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.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument in triplicate this 14th day of March, 1968.

OMAHA PUBLIC POWER DISTRICT
R. Shuttan
Assistant General Manager
ATTEST:
Kenneth R. Ford
Assistant Secretary

Mary Procopio Trustee
Fred Tuccitto Trustee
Louise D. Vak Trustee
Maria Tuccitto Grantor
HER MARK

Janet A. Keenth } witnesses
Barbara Miller } to above
Signatures

ENGR. DEPT. <u>David C. Shallick</u>	LEGAL DEPT. <u>PV</u>	ACCT. DEPT. <u>R. Search</u>	C. & S. ENGR. <u>Ellis</u>
DATE <u>4/15/68</u>	DATE <u>4/26/68</u>	DATE <u>4-29-68</u>	DATE <u>4-12-68</u>
			TRANS. ENGR. <u>PV</u>
			DATE <u>4-15-68</u>

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

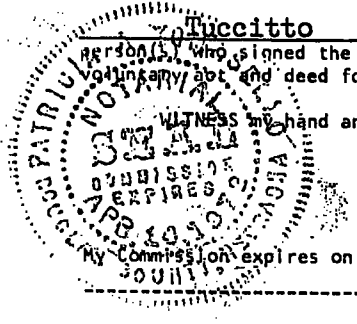
On this 14th day of March, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mary Procopio and Maria

Tuccitto to me known personally to be the identical person(s) who signed the foregoing instrument 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.

Patricia R. Tomauella
Notary Public

My Commission expires on the 14th day of April, 1972.



CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

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, appeared _____ and _____

_____ to me personally known, who being by me duly sworn, did say that they are _____ President and _____ Secretary respectively of _____ (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.

Notary Public

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

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 _____ day of _____, 19____.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

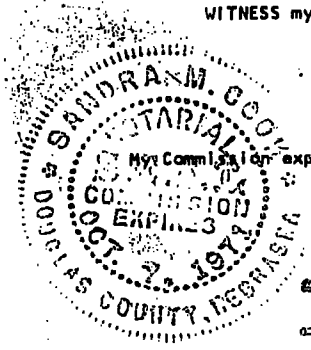
On this 23rd day of March, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fred Tuccitto and

Louise D. Vak to me known personally to be the identical person(s) who signed the foregoing instrument 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.

Sandra M. Cook
Notary Public

My Commission expires on the 2nd day of October, 1971.



14.
INDEXED IN REGISTER, INDEX AND RECORDS IN THE REGISTER OF DEEDS OFFICE OF DOUGLAS COUNTY, NEBRASKA
1 DAY May 1968 AT 11:04A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 5.00