

BOOK 1044 PAGE 255

C. D. No. 37691-3

D E E D

from

THE UNION LAND COMPANY

to

OMAHA PUBLIC POWER DISTRICT

Dated July 28, 1958.

Covering easement for
electric transmission line
in
Douglas County, Nebraska.

7/7/58

ORIGINAL

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THIS DEED, Made this 28th day of July 1958, between THE UNION LAND COMPANY, a corporation of the State of Nebraska, party of the first part, and OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Forty-three Thousand Five Hundred Dollars (\$43,500.00), to it in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and, by these presents, does grant, bargain, sell and convey unto the said party of the second part, and unto its successors and assigns, forever, a PERPETUAL EASEMENT for a double-circuit steel tower high-voltage electric transmission line, together with necessary footings, wires, and other fixtures and appliances (hereinafter called "electric transmission line"), over, upon, along and above the following described property of the party of the first part in the County of Douglas, State of Nebraska, to wit:

PARCEL NO. 1

A strip of land 100 feet wide situated in the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 16 North, Range 13 East of the Sixth Principal Meridian, in Douglas County, Nebraska, extending southeasterly from the northwesterly property line of The Union Land Company, said property line being the southeasterly line of that certain strip of land 100 feet wide heretofore conveyed by Thomas C. Brunner and wife to the City of Omaha for sewer purposes, by warranty deed dated October 17, 1908, to a line parallel with and 1115 feet distant west, at right angles, from the north and south center line of said Section 27, being 50 feet in width, measured at right angles, on each side of the following described proposed center line of electric transmission line, and the extension thereof, to wit:

Beginning at a point 239 feet distant north, at right angles, from the north line of Read Street and 1115 feet distant west, at right angles, from the north and south center line of said Section 27;

thence west parallel with said north line of Read Street a distance of 26 feet;

thence northwesterly along a straight line forming an angle of 47° 58' from west to north with the last described line produced west, a distance of 850 feet, more or less, to a point in said northwesterly property line;

PARCEL NO. 2

A strip of land 17 feet wide situated in said Southwest Quarter ($SW\frac{1}{4}$) of Section 27, in Douglas County, Nebraska, lying between lines parallel with and 331.5 feet and 348.5 feet distant south at right angles, from the south line of Government Lot 3 in said Section, and extending westerly from a line parallel with and 40 feet distant west, at right angles, from the north and south center line of said Section 27 to a line parallel with and 1075 feet distant west, at right angles, from said north and south center line of section;

PARCEL NO. 3

A strip of land 100 feet wide situated in the South Half ($S\frac{1}{2}$) of said Section 27, in Douglas County, Nebraska, extending easterly and southeasterly from a line parallel with and 40 feet distant west, at right angles, from the north and south center line of said section to the westerly right of way line of the Union Pacific Railroad Company, said strip being 50 feet in width, measured at right angles, on each side of the following described proposed center line of electric transmission line and the extension thereof, to wit:

Beginning at a point 239 feet distant north, at right angles, from said north line of Read Street and 40 feet distant west, at right angles, from the north and south center line of said Section 27;

thence east parallel with said north line of Read Street and the extension thereof, a distance of 105 feet;

thence southeasterly along a straight line forming an angle of $33^{\circ} 52'$ from east to south with the last described line produced, a distance of 298 feet, more or less, to a point in said westerly right of way line;

PARCEL NO. 4

All that portion of Block "A" of The Union Land Company's First Addition to the City of Omaha, in Government Lot 5 in the Southeast Quarter ($SE\frac{1}{4}$) of said Section 27, Township 16 North, Range 13 East, in Douglas County, Nebraska, bounded and described as follows:

Beginning at the northeast corner of said Block "A";

thence west along the north line of said block, a distance of 177.2 feet;

thence southeasterly along a straight line

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forming an angle of $33^{\circ} 52'$ from east to south with the north line of said Block "A," a distance of 213.2 feet to a point on the east line of said block that is 118.8 feet distant south from the northeast corner thereof;

thence north along said east line a distance of 118.8 feet to the point of beginning;

PARCEL NO. 5 ✓

A strip of land situated in Block "B" of The Union Land Company's First Addition to the City of Omaha, in Government Lots 5 and 6 in the Southeast Quarter ($SE\frac{1}{4}$) of said Section 27 and in the Northeast Quarter ($NE\frac{1}{4}$) of Section 34, Township 16 North, Range 13 East of the Sixth Principal Meridian, in the City of Omaha, Douglas County, Nebraska, bounded and described as follows:

Beginning at a point in the west line of said Block "B" that is 200 feet distant south, at right angles, from the north boundary line of the City of Omaha;

thence east parallel with and 200 feet distant south, at right angles, from said north city boundary line a distance of 673 feet, more or less, to a point 30 feet distant northeasterly, at right angles from the southwesterly boundary line of that certain strip of land upon which an easement was granted by The Union Land Company to the East Omaha Drainage District for construction of a levee and other works for flood control purposes by deed dated August 29, 1944;

thence S. $57^{\circ} 19'$ E. parallel with and 30 feet distant northeasterly at right angles, from the southwesterly boundary line of said strip upon which easement has been heretofore granted for levee, a distance of 640 feet, more or less, to a point opposite the beginning of a curve in said southwesterly boundary line;

thence southeasterly along a line curving to the left, having a radius of 1930 feet, tangent at its point of beginning to the last described line, and which is concentric with and 30 feet distant northeasterly, radially, from said southwesterly boundary line of levee easement strip, a distance of 352.01 feet;

thence S. $67^{\circ} 46'$ E. tangent to the end of the last described curve, parallel with and 30 feet distant northeasterly, at right angles, from said southwest boundary line of levee easement strip, a distance of 454.05 feet, more or less, to a point in the east line of said Section 34;

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thence south along the east line of Section 34 a distance of 120.65 feet, more or less, to the southeast corner of said Block "B";

thence west along the south line of Block "B" a distance of 100 feet, more or less, to a point 100 feet distant west, at right angles, from said east line of Section 34;

thence north parallel with said east line of Section 34 a distance of 53.6 feet, more or less, to a point 70 feet distant southwesterly, at right angles, from said southwesterly boundary line of levee easement strip;

thence N. 67° 46' W. parallel with and 70 feet distant southwesterly, at right angles, from said southwesterly boundary line of levee easement strip a distance of 387.1 feet, more or less, to a point opposite the beginning of a curve in said easement strip;

thence northwesterly along a line curving to the right, having a radius of 2030 feet, tangent at its point of beginning to the last described course and which is concentric with and 70 feet distant southwesterly, radially, from said southwesterly boundary line of levee easement strip a distance of 370.3 feet, more or less, to a point opposite the end of said curve in said boundary line;

thence N. 57° 19' W. tangent to the end of the last described curve and parallel with and 70 feet distant southwesterly, at right angles, from said southwesterly boundary line of levee easement strip a distance of 667 feet, more or less, to a point 270 feet distant south at right angles, from said north boundary line of the City of Omaha;

thence west parallel with said north city boundary line a distance of 596 feet, more or less, to a point in said west line of Block "B";

thence north along the west line of Block "B" a distance of 70 feet, more or less, to the point of beginning;

PARCEL NO. 6

All that portion of Block "F" in said The Union Land Company's First Addition to the City of Omaha, in the Northeast Quarter (NE $\frac{1}{4}$) of Section 34, Township 16 North, Range 13 East, in Douglas County, Nebraska, that lies easterly of a line parallel with and 100 feet distant west, at right angles, from the east line of said Section 34;

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PARCEL NO. 7

All that portion of Block "J" in said The Union Land Company's First Addition to the City of Omaha, in the Northeast Quarter (NE $\frac{1}{4}$) of said Section 34, in Douglas County, Nebraska, that lies easterly of a line parallel with and 100 feet distant west, at right angles, from the east line of said section;

PARCEL NO. 8

All that portion of Block "M" in said The Union Land Company's First Addition to the City of Omaha, in the Southeast Quarter (SE $\frac{1}{4}$) of said Section 34, in Douglas County, Nebraska, that lies easterly of a line parallel with and 100 feet distant west, at right angles, from the east line of said section;

PARCEL NO. 9

All that portion of Lot 14 in George Forbes Sub-division in the Southeast Quarter (SE $\frac{1}{4}$) of said Section 34, Township 16 North, Range 13 East, in the City of Omaha, Douglas County, Nebraska, that lies easterly of a line parallel with and 100 feet distant west, at right angles, from the east line of said section;

PARCEL NO. 10

All that portion of Lot 5 in McGowans Addition in the Southeast Quarter (SE $\frac{1}{4}$) of said Section 34, in the City of Omaha, Douglas County, Nebraska, that lies easterly of a line parallel with and 100 feet distant west, at right angles, from the east line of said section;

PARCEL NO. 11

All of Lot 1 and all that portion of Lot 2 in Block 1, of Henry Pollack Addition to the City of Omaha, in the Southeast Quarter (SE $\frac{1}{4}$) of said Section 34, Township 16 North, Range 13 East, in Douglas County, Nebraska, that lies easterly of a line parallel with and 100 feet distant west, at right angles, from the east line of said section;

PARCEL NO. 12

All of Lot 30 and all that portion of Lot 29 in said Block 1 of Henry Pollack Addition to the City of Omaha, in the Southeast Quarter (SE $\frac{1}{4}$) of said Section 34, in Douglas County, Nebraska, that lies easterly of a line parallel with and 100 feet distant west, at right angles, from the east line of said section;

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PARCEL NO. 13

All those portions of Blocks 1 and 2 and of the vacated alleys in said blocks, and of vacated 10th Street in North Omaha Addition in the Northeast Quarter (NE $\frac{1}{4}$) of Section 3, Township 15 North, Range 13 East of the Sixth Principal Meridian, in the City of Omaha, Douglas County, Nebraska, bounded and described as follows:

Beginning at the northeast corner of said Block 1 in North Omaha Addition;

thence west along the north line of said block a distance of 70 feet, more or less, to a point 100 feet distant west, at right angles, from the east line of said Section 3;

thence south parallel with the east line of Section 3 a distance of 478.6 feet;

thence westerly along a line forming an angle of 85° 42' from south to west with the last described line produced, a distance of 531.5 feet, more or less, to a point in the west line of said Block 2, North Omaha Addition;

thence south along the west line of Block 2 a distance of 31.5 feet, more or less, to the southwest corner of said block;

thence east along the south lines of said Blocks 1 and 2, North Omaha Addition and the extension of said lines across vacated 10th Street a distance of 600 feet, more or less, to the southeast corner of said Block 1;

thence north along the east line of said Block 1, North Omaha Addition, a distance of 550 feet, more or less, to the point of beginning;

PARCEL NO. 14

All those portions of Lots 11 and 12 of Block 3, in said North Omaha Addition, in the Northeast Quarter (NE $\frac{1}{4}$) of said Section 3, bounded and described as follows:

Beginning at the southeast corner of said Block 3, North Omaha Addition;

thence north along the east line of said block a distance of 77.0 feet;

thence westerly along a straight line forming an angle of 85° 42' from south to west with the east line of said Block 3, a distance of 49.3 feet;

thence southwesterly along a straight line forming an angle of 44° 31' from west to south with the last described line produced, a distance of 97.4 feet, more or less, to a point in the south line of said Block 3;

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thence east along said south line of Block 3, a distance of 113.3 feet, more or less, to the point of beginning;

together with the right of ingress and egress to, from and upon said parcels of land for the purpose of exercising the rights herein granted.

RESERVING however, to the party of the first part, and to its parent corporation, Union Pacific Railroad Company, and to the successors, grantees, lessees, licensees and assigns of each of them, the right to construct, at any and all times, and to maintain buildings and other structures, railroad tracks, roadways, pipe lines and telephone, telegraph, and electric power pole and wire lines over, under and across (but in such a way as not unreasonably to interfere with) said electric transmission line of the party of the second part on the premises hereinbefore described; it being understood that the right so reserved to the party of the first part, its successors and assigns, is retained along with the general right of the party of the first part, its successors and assigns, to the use of said premises for any purpose not inconsistent with the use by the party of the second part of said easement for the purposes herein defined.

This deed is made subject to all outstanding leases and other outstanding rights, including those for highways and other roadways and rights of way for drainage and irrigation ditches, pipe lines, pole and wire lines, and the right of renewals and extensions of the same.

Without limiting the generality of the preceding paragraph, this easement is specifically made subject to

- (a) that certain easement, dated December 5, 1934, from Chris Spanggaard to the City of Omaha, recorded in Book 118, on Page 144 in the office of the Register of Deeds of Douglas County, Nebraska, whereby Chris Spanggaard granted to the City of Omana an easement for the maintenance of a sewer and a drainage ditch and the construction and maintenance of a levee upon a portion of the land hereinabove described under designation Parcel No. 1;
- (b) that certain deed, dated August 29, 1944, from The Union Land Company to the City of Omaha, identified in the records of the Land Company as C. D. No. 28704, whereby the Land Company granted to the City of Omaha (1) a perpetual easement for the construction, maintenance, operation, repair, renewal and reconstruction

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of a sewer outlet, together with a levee along each side thereof, and (2) the right to construct, maintain and use a private roadway on top of each of said levees, over, across and upon a portion of the land hereinabove described under designation Parcel No. 1;

- (c) that certain deed, dated August 29, 1944, from The Union Land Company to East Omaha Drainage District, identified in the records of the Land Company as C. D.No. 27945, whereby the Land Company granted to East Omaha Drainage District (1) a perpetual easement for the construction, maintenance, operation, repair, renewal and reconstruction of a levee and other works for flood control purposes, and (2) the right to construct, maintain and use a private roadway on top of said levee, over, upon and across a portion of the land hereinabove described under designation Parcel No. 5;
- (d) that certain deed, dated May 24, 1946, from The Union Land Company to the City of Omaha, identified in the records of the Land Company as C. D. No. 28704-1, whereby the Land Company granted to the City of Omaha (1) a perpetual easement for the raising, widening, maintenance, operation, repair, renewal and reconstruction of a levee, and (2) the right to construct, maintain and use a private roadway on top of said levee, over, upon and across a portion of the land hereinabove described under designation Parcel No. 1; and
- (e) that certain deed, dated January 16, 1953, from The Union Land Company to Socony-Vacuum Oil Company, Incorporated, identified in the records of the Land Company as C. D. No. 25769-1, whereby the Land Company granted to Socony-Vacuum Oil Company, Incorporated, an easement for a period of 40 years for the purpose of constructing, maintaining and operating a six-inch petroleum products pipe line over and across a portion of the land hereinabove described under designation Parcel No. 1.

As consideration in part for said sum of Forty-three Thousand Five Hundred Dollars (\$43,500.00) paid to the party of the first part by the party of the second part, as hereinbefore set forth, the party of the first part does hereby grant unto the party of the second part, its successors and assigns, the permanent right, privilege and authority to cut down or trim any trees, located upon the premises herein-

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before described, under or within 50 feet of said electric transmission line, as would be a hazard to said electric transmission line in breaking off and falling over or against said electric transmission line. All refuse or debris from such tree cutting and trimming shall be disposed of by the party of the second part.

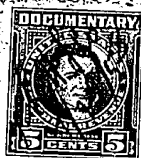
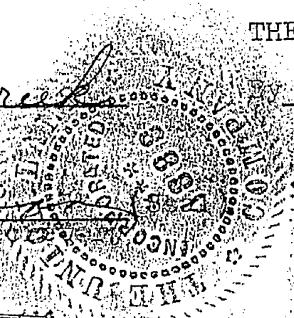
The party of the second part, upon the acceptance of this deed, agrees to indemnify and save harmless the party of the first part from and against any and all liability, loss, damage, claims, demands, actions, causes of action, costs and expenses of whatsoever nature, including court costs and attorneys' fees, growing out of injury or harm to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, including the electric transmission line of the party of the second part, or growing out of interference with the proper operation of signal, telephone or telegraph lines, or other electrically operated devices or appurtenances, of the party of the first part or of its tenants, when such injury, harm, death, loss, destruction or damage, howsoever caused (except directly and solely by the negligence of the party of the first part, its tenants, successors or assigns), grows out of, or arises from, or in connection with, the construction, operation, maintenance, repair, renewal, reconstruction, use or removal of said electric transmission line or from electric current conducted thereon or escaping therefrom.

It is expressly made a condition of this easement that if the party of the second part, its successors or assigns, shall abandon the premises of the party of the first part in the locations above-described for the purpose of this easement, then; and in that event, all the rights herein granted shall cease and determine and the title to said premises shall be freed from the burden of said easement; and it is further agreed that nonuser of the premises for the period of one year shall be deemed an abandonment of said premises.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be sealed with its corporate seal and to be signed by its President and attested by an Assistant Secretary the day and year first above written.

Witness: THE UNION LAND COMPANY,
R. W. Vandercreek *A. E. Steward*
President

Attest:
L. B. Adams
Assistant Secretary



9



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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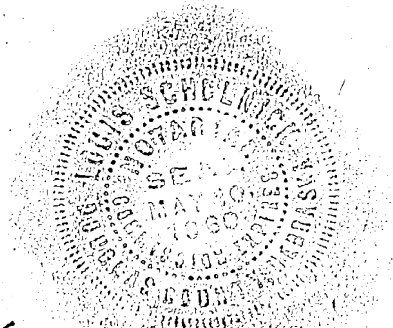
On this 28th day of July, 1958,
before me, a Notary Public in and for said county in the
State aforesaid, personally appeared A. E. Stoddard
to me personally known, and to me personally known to be
President of THE UNION LAND COMPANY, and to be the same per-
son whose name is subscribed to the foregoing instrument,
and who, being by me duly sworn, did say that he is
President of The Union Land Company; that the seal affixed
to said instrument is the corporate seal of said corporation;
and that said instrument was signed and sealed on behalf of
said corporation by authority of its board of directors;
and the said A. E. Stoddard acknowledged said instru-
ment to be his free and voluntary act and deed, and the free
and voluntary act and deed of said corporation, by it volun-
tarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal the day and year last above written.

My commission expires May 10, 1960.

Louis Scholnick
Notary Public

(Seal)



36.

ENTERED IN NEBRASKA INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA,
27 DAY Aug 1958 AT 3:33 P. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.

#25.25