

In consideration of the sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00), and of the further agreements herein stated, the undersigned owner(s) of the real estate hereinafter described, his/her 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 Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section Twelve (12), lying East of the Papillion Drainage Ditch and the North One-half of the Northwest Quarter of the Southeast Quarter (N1/2 NW1/4 SE1/4) of Section Twelve (12), all in 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: A strip of land One Hundred Sixty Feet (160') in width, being Eighty Feet (80') on each side of and parallel to the following described reference line: Beginning at a point on the North line of the Southwest Quarter (SW1/4) of said Section Twelve (12), said point being One Hundred Twelve Feet (112') more or less West of the Northeast corner thereof; thence in a Southerly direction to a point of leaving located on the Easterly line of the Papillion Drainage Ditch, said point being Seventy-three feet (73') more or less West of and Three Hundred Seven feet (307') more or less South of the aforesaid Northeast corner.

1. 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. Continued (see Paragraph 1A)
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 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.
3. 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.
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 survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines, and provided further, that the Grantor shall not allow any buildings, structures, combustible material or property, including hay or straw stacks to remain or be placed upon the above described easement area.
5. 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.
6. 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 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 3rd day of January, 1968.

OMAHA PUBLIC POWER DISTRICT

Ralph W. Shaw
Assistant General Manager

ATTEST:

Kenneth C. Ford
Assistant Secretary

R/W/121
10/25/66

Marshall R. Wheeler, Jr.

Michael F. Wheeler, Jr.

Judith Ann Wheeler

Grantor

APPROVED		
ENGR. DEPT. <u>Ralph W. Shaw</u>	LEGAL DEPT. <u>PV</u>	ACCT. DEPT. <u>R.C. Louch</u>
DATE <u>7/24/68</u>	DATE <u>8/7/68</u>	DATE <u>8/9/68</u>

C.A.S. ENG. <u>JSW</u>
DATE <u>7-24-68</u>
THINK. ENGR. <u>JSW</u>
DATE <u>7-24-68</u>

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA

COUNTY OF Douglas

ss.

On this 3rd day of July, 19 68, before me, the undersigned, a NotaryPublic in and for said County and State, personally appeared Michael F. Wheeler & Joseph Ann Wheeler 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.

NOTARY
COMMISSION
EXPIRESMy Commission expires on the 18 day of March, 19 72

Notary Public

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 CaliforniaCOUNTY OF Los Angeles

ss.

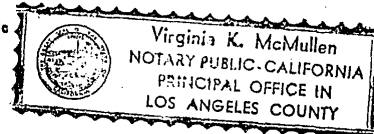
On this 9 day of July, 19 68, before me, the undersigned, a Notary Publicin and for said County and State, personally appeared Ruth Skinnerto me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be her voluntary act and deed 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____.

VIRGINIA K. McMULLEN, Notary Public
in and for the State of California
My Commission Expires Sept. 30, 1968



PARAGRAPH 1A

Such ingress and egress shall be exercised in a reasonable manner and only after a notice to grantor or its agents except in an emergency situation that occurs other than in normal working hours and then District shall secure all gates which they have opened to gain access to the property and shall notify grantor at the earliest possible time.

PARAGRAPH 4A

Nothing contained in Paragraph 4 shall be construed to limit or prevent grantor from placing used automobiles or salvaged automobiles on such right-of-way except that the height of said automobile shall not exceed 25 feet.

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Musc
D

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1968 AUG 12 AM 8 55

RECEIVED

STATE OF NEBRASKA
DOUGLAS COUNTY

Filed in Douglas County
for Record in the name of the Register of
Deeds of Douglas County and recorded in
Book 467 of Musc
Page 145

James J. O'Connell
Register of Deeds

By _____

MAILED _____

12-14-12
580

Compared 12-14-12

12-14-12