

38-620

Doc. 2.00 (250)-A  
Vol. 102  
Page 5

Line No. MAPPS

TRANSMISSION LINE EASEMENT

In consideration of the sum of One Dollar and other considerations (11.00 dollars) and of the further agreements herein stated, the undersigned Grantor(s) of the land herein 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 Sarpy County, State of Nebraska, to-wit:

The North One-half of the North One-half ( $\frac{1}{2}$   $\frac{1}{2}$ ) of Section Twenty (20), Township Thirteen (13) North, Range Thirteen (13), East of the 6th P.M.,

the area of the above described real estate to be covered by this easement shall be 225 feet East of and parallel to and 75 feet West of and parallel to the following described centerline: Beginning at a point on the South line of said North One-half of the North One-half ( $\frac{1}{2}$   $\frac{1}{2}$ ), said point being One Thousand Four Hundred Feet (1,400') West of the southeast corner of said North One-half of the North One-half ( $\frac{1}{2}$   $\frac{1}{2}$ ); thence in a Northwesterly direction to a point of leaving located on the North line of said North One-half of the North One-half ( $\frac{1}{2}$   $\frac{1}{2}$ ), said point being One Thousand Five Hundred Sixty-six feet (1,566') West of the Northeast corner thereof.

No structures, or anchors shall be placed on tees, greens or fairways. The first line to be constructed shall have one two-pole structure consisting of two one hundred fifty-foot poles located on the above described center line approximately five hundred eighty feet (580') south of the north property line of the above described real estate. The first line and all future lines shall clear all greens and fairways by a minimum of fifty-eight feet (58').

The intent and effect of the foregoing is that any modification, alteration, construction, relocation or addition shall not impede the playing of golf any more than present technology for transmission of electrical energy in use in 1967.

1. District shall have the right of ingress and egress across said 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, and any damages suffered by Grantor will be reimbursed by District.

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 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; provided, Grantor retains the absolute right to use the right-of-way property described herein for the purpose of constructing, reconstructing, maintaining, and operating a golf course.

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, cross arms, insulators, wires, supports and other fixtures and equipment, with changes in span and different voltages, over, above, along, under, in, and across the above described real estate covered by this easement, **provided such right is not inconsistent** with

6. It is further agreed that Grantor has lawful possession of said real estate and lawful authority to grant this conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same to and hold harmless the District forever against the claims of all persons who may hereafter asserting any right, title or interest prior to or subsequent to the date hereof.

\* with the limitations above enumerated.

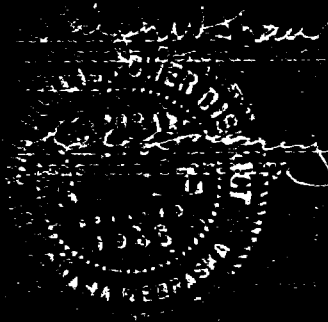
892 ✓

38-621

... and parties hereto have signed their names and acknowledged the execution  
of this instrument this 11th day of July 1967.

William H. ... President

Atty. Gen. J. ... Secretary



FILED FOR RECORD IN SARPY COUNTY NEB. Aug 21 1967 AT 9 O'CLOCK AM  
AND RECORDED IN BOOK 38 OF Misc. Rec. PAGE 620  
Wm. ... REGISTER OF DEEDS 4

APPROVED		
ENGR. DEPT. <u>...</u>	LEGAL DEPT. <u>PV</u>	ACCT. DEPT. <u>R.E. Search</u>
DATE <u>7-16-67</u>	DATE <u>8-16-67</u>	DATE <u>8-17-67</u>

C. & S. ENGR. <u>...</u>
DATE <u>7-30-67</u>
TRANS. ENGR. <u>...</u>
DATE <u>7-19-67</u>

STATE OF ILLINOIS )

ss.

County of Cook

On this 11th day of July, 1967

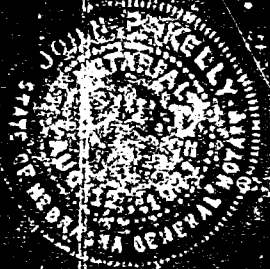
me, the undersigned, a Notary Public in and for said State, appeared William T. Haneline

Eugene T. Atkinson

As he swore, did say that they are the  
the Secretary respectively of Platteview Recreation  
Association (a Corporation),

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.



John P. Kelly  
Notary Public

Exp. on the 12th day of August, 1971

STATE OF ILLINOIS )

ss.

County of

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

As he swore, did say that they are \_\_\_\_\_  
and \_\_\_\_\_ Secretary respectively of \_\_\_\_\_  
(a Corporation),

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.

Exp. on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_