

59-637
Doc. 2.59 (668)

Line No. MAPS

TRANSMISSION LINE EASEMENT

File #

Tract #

considerations

In consideration of the sum of One Dollar and other valuable dollars (\$1.00-----), 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 Sarpy County, State of Nebraska, to-wit:

Tax Lot 2A1 of Section Eighteen (18), Township Fourteen (14) North, Range Thirteen (13), East of the 6th R.M., Sarpy County, Nebraska.

FILED FOR RECORD IN SARPY COUNTY NEB. Mar 27 1968 AT 9 O'CLOCK A.M.

AND RECORDED IN BOOK 39 OF Misc Rec PAGE 637

Alvise Henderson REGISTER OF DEEDS 325

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, Eighty feet (80') on each side of and parallel to the following described reference line: Beginning at a point on the South line of Tax Lot 2A1, approximately Two Hundred Sixty-eight feet (268') West of the Southeast corner thereof; thence in a Northwesterly direction to a point of turning located approximately Four Hundred Eighteen feet (418') West of and approximately Four Hundred Eighty-two feet (482') South of the Northeast corner of aforesaid Tax Lot 2A1; thence in a Westerly direction to a point of leaving located on the Westerly line thereof approximately Three Hundred Fifty-two feet (352') South of and approximately Nine Hundred Seventy-five feet (975') West of the aforesaid Northeast corner.

- 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 allow any buildings, structures, combustible material or property, including hay or straw stacks to remain or be placed upon the above described 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/her heirs, executors, administrators, successors and assigns shall warrant and defend the same and shall indemnify and hold harmless the District forever against the claims of all persons whatsoever 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 5th day of March, 1968.

OMAHA PUBLIC POWER DISTRICT

Shirley Shan
Assistant General Manager

William E. Hartman Sr
William E. Hartman, Sr
Widower

Grantor



4612 ✓