

EASEMENT

The undersigned, hereinafter called "Grantor", hereby grants and conveys to OMAHA PUBLIC POWER DISTRICT, hereinafter called "District", its successors and assigns, a perpetual easement to construct, operate and maintain a 3 phase, 69 kilo-volt electric transmission line together with necessary poles, wires, guys and other fixtures and appliances, over, upon, along and above the property herein described, upon the terms and conditions set forth.

CONSIDERATIONS: Twenty-five and no/100 Dollars (\$ 25<sup>00</sup>)  
PROPERTY COVERED AND RIGHT-OF-WAY:

West half of the South East Quarter (W 1/2 of SE 1/4) Section Five (5); Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska.

Two certain anchors are to be set on line parallel to, and 2 feet East of the North and South centerline of said Section Five and 160 feet North and 167 feet North of the South line of Section Five (centerline of "Q" Street).

It is the intentions of both parties to describe a line parallel to and 2 feet East of the existing North and South property line fence.

CONDITIONS: The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor hereby grants to the District, its successors and assigns, the permanent right, privilege and authority to cut down trees under or within twenty-five (25) feet of the District's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris from such tree cutting and trimming shall be disposed of by the District

The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, live stock and other personal property of the Grantor and the District agrees to indemnify and save harmless the Grantor from any and all such damage and loss arising or occurring to such property solely by reason of the District's negligence in the construction, operation and maintenance of said electric line.

This easement is binding on the heirs, executors, administrators and assigns of Grantors.

EXECUTED in triplicate this 21 day of January, 1958.

Emanuel Holling  
Emanuel Holling  
Marie Holling  
Marie Holling

Grantor

OMAHA PUBLIC POWER DISTRICT

By C. F. Moulton  
Assistant General Manager

ATTEST:

[Signature]  
Assistant Secretary

1945

	APPROVED	DATE
LEGAL DEPT.	<u>W.W. Wentz</u>	<u>1/21/58</u>
ENGR. DEPT.	<u>A.G. Johnson</u>	<u>1/21/58</u>
ACCT. DEPT.	<u>W.D. Soudston</u>	<u>1/21/58</u>

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

On this ✓ 1 day of JAN, 1958, before me the undersigned, a notary public in and for said County and State, personally appeared Emanuel Holling and Marie Holling, Brother and Sister, both unmarried.

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

*Gov. Nelson*

Notary Public

My Commission expires on the 6<sup>th</sup> day of Dec, 1963.

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, personally appeared \_\_\_\_\_

1. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, 200  
24 DAY Feb 1958 AT 8:44 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.