

5-14-12

A G R E E M E N T

THIS AGREEMENT made and entered into this 20th day of September, 1974 by and between the OMAHA PUBLIC POWER DISTRICT, hereinafter called "the District," and FIDELITY TITLE INSURANCE COMPANY, Trustee, and RONALD J. ABBOUD and JOANN M. ABBOUD, husband and wife, hereinafter collectively referred to as "the Grantors,"

W I T N E S S E T H:

WHEREAS, the District currently is the owner of an easement and a supplemental easement over that portion of the Southeast Quarter (SE 1/4) of Section 5, Township 14 North, Range 12, East, Douglas County, Nebraska, which premises are owned by the Grantors, and which easement and supplemental easement are recorded in Book 335 of the Miscellaneous Records, at Page 47 in the office of the Register of Deeds of Douglas County, Nebraska, and are also recorded at Book 337 of the Miscellaneous Records, at Page 69 in the office of the Register of Deeds of Douglas County, Nebraska; and

WHEREAS, it is the desire of the parties hereto to relocate said easement and to provide for an agreement for the removal of transmission lines from the existing easement to the area encompassing the relocated easement,

NOW THEREFORE, in consideration of the above and foregoing preambles which are hereby made a contractual part hereof, and in consideration of the covenants and undertakings contained herein, it is agreed by and between the parties as follows:

1. The District agrees to release, as hereinafter specified, the easement dated January 9, 1956 entered by party of the second part's predecessor-in-title, a copy of which is attached hereto, marked Exhibit "A," and further agrees to release the supplemental easement dated July 25, 1958 granted by the predecessor-in-title of party of the second part, a copy of which is attached hereto, marked Exhibit "B," said easements hereinafter collectively referred to as "the Old Easement."

2. The Grantors hereby agree to grant to the District an easement over the property described, and upon the terms and conditions set forth in Exhibit "C" (with sketch attached) which is attached hereto and incorporated herein by reference, said easement hereinafter referred to as "the New Easement."

3. The District agrees that upon the payment by the Grantors of the Fifty-One Thousand Dollars, (\$51,000.00) as hereinafter provided for, and completion by the District of the construction work relating to the New Easement and the energizing of the electrical transmission lines thereon, the District shall remove all of its poles, wires, supports, and other fixtures and appliances that are presently located on the Old Easement, and shall, by appropriate instrument, convey, transfer and release the Old Easement to the Grantors.

4. The District intends to complete all construction work and to energize the electrical transmission lines on the New Easement on or before May 1, 1976. The parties agree, however, that should such construction work be delayed due to causes beyond the Districts control, including the non-availability of necessary materials, the Grantors will authorize a reasonable extension of such contemplated completion date.

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 161 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: - Three hundred and twenty Dollars (\$ 320.00)
PROPERTY COVERED AND RIGHT-OF-WAY:-

Southeast Quarter (SE $\frac{1}{4}$) of Section 5, T12R, R12E, Douglas County, Nebraska except a one (1) acre tract in the Southeast corner of the Southeast Quarter (SE $\frac{1}{4}$), said Section 5.

Beginning at a point 600 feet more or less South of the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) and on the West line thereof; thence South-easterly to a point 250 feet more or less West of the Southeast corner of the Southeast Quarter (SE $\frac{1}{4}$), said Section 5, and on the South line thereof.

The wood pole structures to be set upon above described premises shall not exceed 10 in number, except that one additional wood two-pole "H" frame structure may be placed, upon an additional payment of \$ 50.00 per such additional structure, to Grantors, their successors and assigns.

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 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.

	APPROVED	DATE
LEGAL DEPT.	<i>[Signature]</i>	4/21/16
ENGRG DEPT.	<i>[Signature]</i>	4/23/16
ACCT. DEPT.		

Exhibit A

