

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 double-circuit steel tower high voltage electric transmission line, together with necessary footings, wires, and other fixtures and appliances, over, upon, along and above the property herein described, upon the terms and conditions set forth.

CONSIDERATIONS: Seven Hundred and no/100 Dollars (\$700)⁰⁰
PROPERTY COVERED AND RIGHT-OF-WAY:-

The East one-half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), Section 33, Township 16 North, Range 12 East. Beginning at a point 15 feet more or less West of the Southeast corner of the East one-half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), and on the South line thereof, thence Northeasterly to a point 250 feet more or less North of said South line and on the East line of said property and overhanging along the East line of the above described tract to the North line thereof, said Section 33, Township 16 North, Range 12 East.

The steel tower structures to be set upon the above described premises shall not exceed ONE in number, except that one additional steel tower structure may be placed, upon additional payment of \$700 per such additional structure, to Grantors, their successors or 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 100 feet of the District's lines, and to cut down or trim any trees or limbs of trees under or 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 Grantor reserves the right to cultivate, use and occupy said land except that, without the prior written approval of the District, he shall not erect any structures, hay or straw stacks, or other objects, permanent or temporary or plant any trees, within 100 feet on either side of said center line.

The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock 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 which may arise or occur 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 TRI plicate this 27th day of October, 1955.

	APPROVED	DATE
LEGAL DEPT.	<u>W. W. Wernstrom</u>	<u>11/24/56</u>
ENGR. DEPT.	<u>A. S. Johnson</u>	<u>11/23/56</u>
ACCT. DEPT.		

Nick Thomsen

Nick Thomsen
Minnie Thomsen

Grantor

Attest:
[Signature]
Assistant Secretary

OMAHA PUBLIC POWER DISTRICT
By [Signature]
Assistant General Manager

BOOK 320 PAGE 154

STATE OF NEBRASKA)
)
COUNTY OF Douglas) ss.

On this 25th day of October, 1955, before me the under-
signed, a notary public in and for said County and State, personally appeared

Nick Thomsen and Minnie Thomsen, husband and wife

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.



R. Brown
Notary Public

My Commission expires on the 15th day of March, 1961.

STATE OF NEBRASKA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me the under-
signed, a notary public in and for said County and State, personally appeared

41.
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
22 DAY April 1957 AT 4:22 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 2.25