

S-137

NA to TL4

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Line No. MAPPS

TRANSMISSION LINE EASEMENT

Doc. 2.66 (32)
R/W \$ 500

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned owner(s) of the real estate 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 "Grantee", a right of way with the perpetual right to survey, construct, reconstruct, inspect, repair, maintain and operate thereon a double-circuit electric transmission line consisting of poles, towers, tower footings, 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 Washington County, Nebraska, to wit,

Tax Lot Four (4) and the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Twenty-nine (29), Township Eighteen (18) North, Range Twelve (12), East of the 6th P.M., Washington County, Nebraska.

The approximate routing of the electric transmission line easement across the above described real estate shall be One Hundred Feet (100') on each side of the following described centerline and said right of way shall be finally established by the location of the transmission line on said premises:

Beginning at a point on the South line of said Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4), approximately Five Hundred Ninety feet (590') West of the Southeast corner thereof; thence in a Northeasterly direction to a point of leaving located on the East line thereof, approximately Three Hundred Fifty-two feet (352') South of the Northeast corner thereof.

1. The electric transmission line structures to be constructed upon the above described premises shall not exceed 1 in number, except that 1 such additional structures may be constructed upon an additional payment as per schedule contained herein to Grantor, their successors and assigns.

Steel towers on cultivated land, including overhanging conductors	\$500 each
Steel towers on unutilized or permanent pasture land, including overhanging conductors	\$200 each
Overhang only	\$ 50 per acre

(minimum payment \$50.00)

2. Grantee shall also have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. Such ingress and egress shall be exercised in a reasonable manner.

3. Grantee 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, inspect, repair, maintain, operate and remove said line, together with the express provision that any and all trees and brush within 100 feet of the centerline of said line may be removed, and any and all other 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 Grantee. In addition, the Grantee shall have the right to control by chemicals all weeds, trees and brush along the described right of way, provided this land is not being utilized for cultivated crops.

4. Grantee hereby agrees to pay in addition thereto, the Grantor or lessee, as their interest may appear for any damage to personal property, fences, livestock, and to growing crops caused by the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line.

5. Grantor may cultivate, use and enjoy the land within the right of way, provided that such use shall not, in the judgment of the Grantee, endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, operation and removal of said line and provided further that the Grantor shall not allow any combustible material or property, buildings, structures, hay or straw stacks to remain or be placed within 100 feet of the aforesaid centerline.

6. It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

7. It is further agreed that Grantee may pay the consideration hereof by a single, joint payment to all Grantors, Lessees or other person in interest, in discharge of its obligation hereunder.

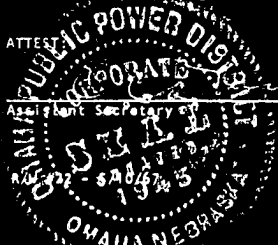
IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument in triplicate this 24th day of June, 1967.

OMAHA PUBLIC POWER DISTRICT

Assistant General Manager

ATTEST

Assistant Secretary



Raymond V. Ryder
Raymond V. Ryder
Ellen L. Ryder
Ellen L. Ryder

Grantor

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