

## EASEMENT

F-9  
T-1

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: - Three Hundred and 00 Dollars (\$ 300.00 )  
PROPERTY COVERED AND RIGHT-OF-WAY:

The North one-half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Seven (7), Township Thirteen (13) North, Range Thirteen (13) East, Sarpy County, Nebraska.

Beginning at a point Forty (40) feet more or less West of the Southeast corner of the North one-half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ), and on the South line of same, thence Northerly to a point Forty (40) feet more or less West of the Northeast corner of the North one-half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ), and North line of said North one-half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) in Section 7 above.

The wood pole structures to be set upon above described premises shall not exceed 2-7 pole structure in number, except that one additional wood two-pole "H" frame structure may be placed, upon an additional payment of \$ 150.00 per structure added, 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 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 cut in 8 ft lengths and place in ditch or other

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 4th day of June, 1955.

	APPROVED	DATE
LEGAL DEPT.	<u>W. W. Woulton</u>	<u>6/2/55</u>
ENGR. DEPT.	<u>E. L. Johnson</u>	<u>7/2/55</u>
ASST. GEN. MGR.	<u>W. W. Woulton</u>	
COM. DEPT.		

W. W. Woulton  
Assistant Secretary

Konstanty Swendroski  
Konstanty Swendroski  
Edward Swendroski  
Edward Swendroski

Ray Swendroski  
Ray Swendroski  
Grantor

OMAHA PUBLIC POWER DISTRICT  
By W. W. Woulton  
Asst. General Manager



Recorded in Book 58 at 21 L. L. Geo. F. Swendroski, County Clerk 2-7-55

STATE OF NEBRASKA

COUNTY OF DeWitt

ss.

On this 7th day of June, 1955, before me the undersigned, a notary public, in and for said County and State, personally appeared

Konstanty Sincodroski, Edward Sincodroski and (Mrs) Sincodroski

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

voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written:



Ruth M. Starn  
Notary Public

My Commission expires on the 20th day of February, 1959.

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

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

voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written:

\_\_\_\_\_  
Notary Public

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.