

Line No. MAPPS

TRANSMISSION LINE EASEMENT

File # _____
Tract # _____

In consideration of the sum of One hundred Dollars (\$ 100⁰⁰), 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 "District," a right-of-way with the perpetual right to survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain and operate thereon, electrical transmission lines consisting of poles, towers, tower foundations, 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 Douglas County, State of Nebraska, to-wit: Lot Seven (7), Block Nine (9), Oak Park Addition, an addition to Douglas County, Nebraska as surveyed, platted and recorded.

the area of the above described real estate to be covered by this easement shall be as follows: Beginning at the Northeast corner of said Lot Seven (7); thence Southwesterly along the Northerly line thereof a distance of Twenty-two and five-tenths feet (22.5'); thence Southeasterly to a point on the East line thereof, Forty-one feet (41') South of the Northeast corner thereof; thence North along said East line to the Northeast corner thereof and the point of beginning.

- District shall have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines. Such ingress and egress shall be exercised in a reasonable manner.
- District 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, relocate, inspect, repair, replace, add to, maintain, operate and remove said lines, together with the express provision that any and all 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 District.
- District hereby agrees to pay the Grantor or Lessee, as their interest may appear, for any damage to real and/or personal property, fences, livestock, and to growing crops by reason of the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation, and removal of said electric lines.
- Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgment of the District, endanger or be a hazard to or interfere with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines, and provided further, that the Grantor shall not allow any buildings, structures, combustible material or property, including hay or straw stacks to remain or be placed upon the above described easement area.
- District shall have the right, at any time, to relocate or add additional electric transmission lines consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment, with changed dimensions and different voltages, over, above, along, under, in and across the above described real estate covered by this easement.
- It is further agreed that 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 District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument in triplicate this 22th day of May, 1967.

OMAHA PUBLIC POWER DISTRICT

J. Wilkins
Assistant General Manager

ATTEST: [Signature]
Assistant Secretary

[Signature]
Raymond D. Poage

[Signature]
Hazel R. Poage

Grantor

R/W #21
10/25/66

ENGR. DEPT. <u>[Signature]</u>	APPROVED <u>[Signature]</u>	ACCT. DEPT. <u>R.E. Search</u>
DATE <u>5/21/67</u>	DATE <u>6/8/67</u>	DATE <u>6-9-67</u>

ENGR. <u>[Signature]</u>	DATE <u>5-29-67</u>
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CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

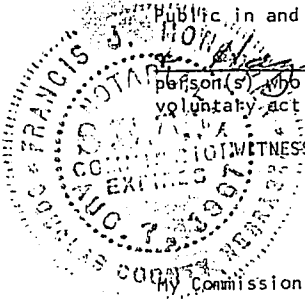
On this 24 day of May, 1967, before me, the undersigned, a Notary

Public in and for said County and State, personally appeared Raymond R. Peage
Raymond R. Peage to me known personally to be the identical
person(s) who signed the foregoing instrument 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.

Francis J. Mongoven
Notary Public

My Commission expires on the 7 day of August, 1967



CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

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, appeared _____ and

_____ to me personally known, who being by me duly

sworn, did say that they are _____ President and _____ Secretary respectively of _____

_____, (a Corporation), that the Seal affixed to said instrument is the Seal of
said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknow-
ledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.

WITNESS my hand and Notarial Seal the date above written.

Notary Public

My Commission expires on the _____ day of _____, 19____.

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing
Grantor, and the division thereof according to the separate agreement of the Grantor and the undersigned
to their mutual satisfaction, and in the case of a Lessee, in consideration of the indemnity by the Grantee
as to crop damage as the interest of Grantor and Lessee may appear, the undersigned, being the Lessee or
otherwise in, or entitled to the, possession of the property described in the foregoing right-of-way ease-
ment, or otherwise possessing an interest in the property described in the foregoing right-of-way easement,
hereby consent(s) to the survey for and construction of the electric transmission line or lines across the
property therein described, in accordance with the terms of the said right-of-way easement, and insofar as
the interest of the undersigned is affected by the said electric transmission line or lines, the undersigned
does hereby waive any and all objections thereto and does hereby consent to all the terms of said right-of-
way easement, and hereby expressly subordinates such interest to the rights granted to the Grantee by such
right-of-way easement.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution
thereof this 24 day of May, 1967.

Bernice Tichen
Martin J. Tichen

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 24 day of May, 1967, before me, the undersigned, a Notary Public

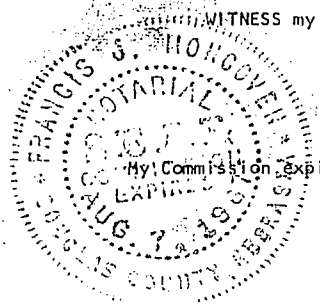
in and for said County and State, personally appeared MARTIN J. TICHEN AND
BERNICE TICHEN

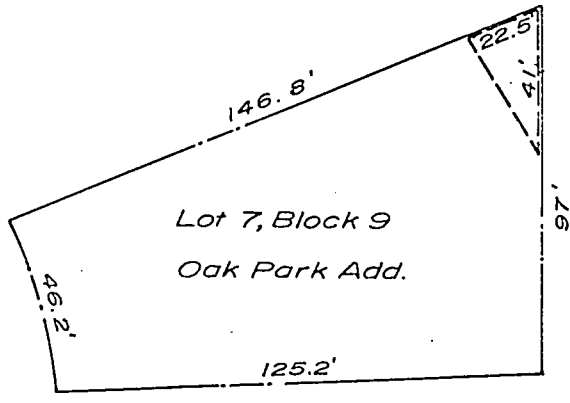
to me known personally to be the identical person(s) who signed the foregoing instrument and who acknow-
ledged the execution thereof to be THEIR voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Francis J. Mongoven
Notary Public

My Commission expires on the 7 day of August, 1967





NORTH



**PROPOSED
OMAHA PUBLIC POWER DISTRICT
345,000 VOLT ELECTRIC LINE**

EXHIBIT "A"

Scale: 1" = 50'

Ref. 2.59(51)

PARCEL NO. _____

6
Mead

D

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1967 JUN 13 AM 11 08

RECEIVED

Office of Assessor
Douglas County
Library to be stored here and filed
to facilitate the effort of the Register of
Deeds to get entry and recorded in
book 450 of Meas

Page 163

George J. ...

= 67-336

Make Pub Power Check
(attor. J. D. ...)

650

67/311