

Line No. Maps

TRANSMISSION EASEMENT

Doc. 2.86 (33)
R/W 3 500

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 beneficial right to survey, construct, reconstruct, inspect, repair, maintain and operate thereon a double-circuit electric transmission line consisting of poles, towers, poles, footings, line guys, anchors, conductors, insulators, cross-arms, brackets and other structures and equipment over, above, along, under, in and across the following described real estate situated in Washington County, Nebraska, to wit: The Northeast Quarter (NE1/4) 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 center line and said right of way shall be finally established by the location of the transmission line on said property. BEGINNING at a point on the West line of said Northeast Quarter (NE1/4), approximately Three Hundred Fifty-two feet (352') south of the Northwest corner thereof; thence in a northeasterly direction to a point of leaving located on the North line thereof, approximately Two Hundred Ten feet (210') East of the Northwest corner thereof.

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

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

(Minimum payment \$50.00)

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

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. Location of the double-circuit provision shall be as shown and there shall be 100 feet on all the centerline of said line may be removed, and any and all other trees which in falling would come within 10 feet of the nearest electric line conductors may be topped or removed. All brush 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, grass and brush along the above described right of way, provided said land is not being utilized for cultivated crops.

Grantee hereby agrees to pay in addition hereon the amount of \$_____ at this interest, payable 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.

If a grantor may at any time own and hold the land within the right of way provided herein (as the) not, in the judgment of the Grantee, the Grantee or its successors, administrators, executors and assigns, shall not be bound to remove the same and shall remain the Grantee to erect against the claims of all persons whatsoever, any and all buildings, structures, walls or fences which to remain on the land within the 100 feet of the above described centerline.

If it is further agreed that Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and that any other persons, executors, administrators, successors and assigns, shall not be bound to remove the same and shall remain the Grantee to erect against the claims of all persons whatsoever, any and all buildings, structures, walls or fences which to remain on the land within the 100 feet of the above described centerline.

It is further agreed that Grantor may pay the consideration hereof by a single, joint payment to all Grantors, (unless of other parties 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 16th day of August, 1947

OMAHA PUBLIC POWER DISTRICT
 RECEIVED
 AUG 21 1947
 OMAHA, NEBRASKA

Abraham J. Jankovic
 Albert B. Jankovic Jr.
 Mary Louise Jankovic

NA to Shannon Estate

Recorded
General
Numerical
Photostat

188

State of Nebraska } ss. 883
County of Washington }
Entered in Numerical Index and filed for record
this 29 day of August
A. D. 19 67 at 8:45 o'clock A. M.
and recorded in book 188 at page 189

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

Wm. A. Shideler
County Clerk

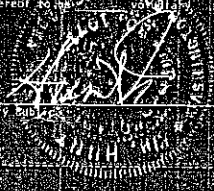
STATE OF NEBRASKA
COUNTY of Washington

Deputy
Mary Louise Morris

On this 16 day of Aug, 1967, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Albert A. Shideler Jr., Dorothy A. Shideler His wife and personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be their act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Wm. A. Shideler
Notary Public



My Commission Expires on the 25 day of July, 1971

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

STATE OF NEBRASKA
COUNTY OF _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____ (the personally known and authorized duly qualified officers and directors, managers, trustees and members) 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 acknowledged execution thereof to be the act and deed of said Corporation by its authorized officers.

WITNESS my hand and Notarial Seal the date above written.

My Commission Expires on the _____ day of _____, 19____

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

In consideration of the payments made and agreed to be made to be for the account of the foregoing grantor, and the provision therein according to the separate agreement of the grantor and the undersigned, to shall, mutual satisfaction and knowledge of a Lessee, in consideration of the in and to the grantor as to crop damage as the interest of grantor and Lessee may appear, the undersigned, being the Lessee or otherwise, in or out of the possession of the property described in the foregoing right-of-way agreement, do hereby consent to the survey for and construction of the electric transmission line or lines across the property thereof described in accordance with the terms of the said right-of-way agreement, and hereby expressly subordinates such interest to the rights granted to the grantor by such right-of-way agreement.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof this _____ day of _____, 19____.

STATE OF NEBRASKA
COUNTY OF _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____ (the personally known and authorized duly qualified officers and directors, managers, trustees and members) 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 acknowledged execution thereof to be the act and deed of said Corporation by its authorized officers.

WITNESS my hand and Notarial Seal the date above written.

My Commission Expires on the _____ day of _____, 19____

TRUSTEES: AS Date 8/17/67
DATE: 8/17/67
DATE: 8/17/67

APPROVED
C. S. Ent: AS Date 8/17/67
Legal Dept: PE Date 8/17/67

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