

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 3 phase 161 kilovolt 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: _____ Dollars (\$ _____)
PROPERTY COVERED AND RIGHT-OF-WAY: -

The Southwest Quarter (SW_{1/4}) of Section 10, Township 14 North, Range 12 East, Douglas County, Nebraska, except railroad right of way.

Beginning at a point 1100 feet more or less North of the Southwest corner of the Southwest Quarter (SW_{1/4}) and on the West line thereof; thence Southeasterly to a point 1200 feet more or less West of the Southeast corner of the Southwest quarter (SW_{1/4}) said Section 10, and on the South line thereof.

The wood pole structures to be set upon above described premises shall not exceed _____ in number, except that one additional wood two-pole "H" frame structure may be placed, upon an additional payment of \$ _____ per such additional structure, to Grantors, their successors and 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 five (5) 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 _____

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.

APPROVED AND GRANTED:
A. S. Johnson 4/23/56

This easement is binding on the heirs, executors, administrators and assigns of Grantors.

EXECUTED in triplicate this 30 day of December 1955

Frank Stepanek Jr.
Frank Stepanek, Jr.

Grantor

Attest:

OMAHA PUBLIC POWER DISTRICT

[Signature]
Assistant Secretary

[Signature]
Assistant General Manager

STATE OF NEBRASKA)

COUNTY OF) ss. Douglas

On this 30th day of December 1955, before me the undersigned, a notary public in and for said County and State, personally appeared

single

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.

[Signature]
Notary Public

My Commission expires on the 20th day of April 1957

26
23
ENTERED IN OFFICIAL BOOK AND RECORDED IN THE REGISTER OF DEEDS DISTRICT OF NEBRASKA
APRIL 23 1957 AT 4:21 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 250