

RIGHT OF WAY EASEMENT

Doc. No. 2-73(34)

KNOW ALL MEN BY THESE PRESENTS:

THE undersigned Grantor, George Logeman

and the undersigned Tenant,

hereinafter called "Grantor(s)", in consideration of the sum of Five Hundred Dollars (\$500.00) and of the further agreements herein stated, do hereby grant and convey to DIKHA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "District", a right of way with the perpetual right of survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain and operate overhead electrical transmission lines consisting of poles, towers, cross arms, 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:

The East One-half of the Northwest Quarter (E1/2 NW1/4) and the West One-half of the Northeast Quarter (W1/2 NE1/4) of Section Thirty-two (32), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

the area of the above described real estate to be covered by this easement shall be as follows: The South Two Hundred feet (200') of the West Two Hundred feet (200') of the East One-half of the Northwest Quarter (E1/2 NW1/4) of Section Thirty-two (32), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

1. 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.

2. District shall have the right to trim or remove all trees and brush on said right-of-way or 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.

3. District hereby agrees to pay the Grantor(s) 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. Payment for damages shall be on or before 90 days after the completion of any line construction or maintenance.

4. Grantor(s) may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement 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 provide further, that the Grantor(s) 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 or change or alter the grade of the right-of-way herein described without the prior written consent of the District.

5. District shall have the right, at any time, to relocate or add additional electric transmission lines consisting of poles, towers, cross arms, 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.

6. It is further agreed that Grantor(s) has/have 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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

This agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 6 day of Aug, 1967

DIKHA PUBLIC POWER DISTRICT

W. C. ...
District Engineer

George Logeman
George Logeman



APPROVED

ENGR. DEPT. <u>...</u>	LEGAL DEPT. <u>...</u>	ACCT. DEPT. <u>...</u>	Grantor(s) <u>C. E. ENGR</u>
DATE <u>7-15-67</u>	DATE <u>9-15-67</u>	DATE <u>9/11/67</u>	DATE <u>9-12-67</u>
			YEARS ENGR. <u>...</u>
			DATE <u>9-12-67</u>

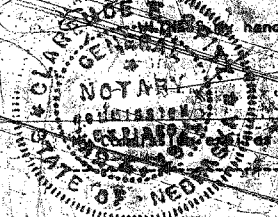
CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA)
COUNTY OF Lincoln) ss.

On this 4 day of Aug, 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared George Augustin

he to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be voluntary and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.



Thomas E. Galt
Notary Public

My Commission expires on the 4 day of March, 1950

CERTIFICATE OF ACKNOWLEDGEMENT - Corporations

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 acknowledged execution thereof to be the voluntary act and deed of said Corporation, by its voluntarily constituted.

WITNESS my hand and Notarial Seal the date above written.

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

MORTGAGEE'S CONSENT

TO OMAHA PUBLIC POWER DISTRICT

As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage on deed of trust, dated the _____ day of _____, 19____, recorded in _____ Office of _____ County, Nebraska, in Book _____, page _____, the undersigned hereby consent(s) and join(s) in the granting to said District of the within and foregoing right of _____

Dated _____

11-31-48
Completed 12-16-48
MAIL

ACKNOWLEDGEMENT OF MORTGAGEE'S CONSENT
STATE OF NEBRASKA)
COUNTY OF _____)
On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____
I know _____ to be the person(s) who is (or are) _____ and who executed the foregoing instrument and acknowledged that he _____ and that the execution thereof was voluntary and _____
Witness my hand and Notarial Seal the date above written.
Notary Public

11-31-48