

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 109 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 No/100 ----- Dollars (\$300.00)

PROPERTY COVERED AND RIGHT-OF-WAY: All that part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), and all that part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) known as Tax Lots 1B and 2B in Section Thirty-one (31), and all that part of the Northwest Quarter (NW1/4), Section Thirty-two (32) known as Tax Lot 3, all in Township Fourteen (14) North, Range Thirteen (13) East, Sarpy County, Nebraska.

Beginning at a point five hundred eighty-four (584) feet more or less South of the Northeast corner of Section 32 and on the West line of same, thence Northeasterly to a point One Hundred Seventy (170) feet more or less East of the Northwest corner of Section 32 and on the North line of Tax Lot 3, and overhanging the Southeast corner of Tax Lot 2B, Section 31 above.

The wood pole structures to be set upon above described premises shall not exceed 1-2 pole structure in number.

Witness my hand and seal in the County of Sarpy, Nebraska, this 10th day of November, 1935.

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.

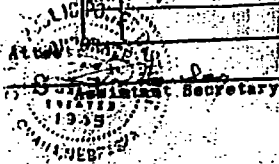
The Grantor hereby grants to the District, its successors and assigns, the permanent right, privilege and authority to cut down trees under or within twenty-five (25) feet of the District's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said 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 See Hedge Row and Fence Agreement.

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 10th day of November, 1935.

	APPROVED	DATE
LEGAL DEPT.	<i>W. W. Moulton</i>	11/15/35
ENGR. DEPT.	<i>H. S. Miller</i>	11/15/35
ACCT. DEPT.		
RECORDS DEPT.		



Harry E. Gates
 Harry E. Gates
 Gertrude Gates
 Grantor
 OMAHA PUBLIC POWER DISTRICT
 By *W. W. Moulton*
 Asst. General Manager