

47-123

EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner of the real estate hereinafter described, its successors and assigns, hereinafter called "Grantor", hereby grants and conveys 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, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, above, under, in and across the following described real estate situated in Sarpy County, State of Nebraska, to-wit:

A strip of land one hundred (100) feet in width through Section Twenty-two (22), Township Fourteen (14) North, Range Thirteen (13), East of the 6th P. M., said strip being Fifty (50) feet each side of the following described center line to-wit: Beginning at a point on the west line of Tax Lot Seven (7), this point being twenty-five (25) feet north of and four hundred thirty-three (433) feet more or less west of the one quarter corner on the east line of said section twenty-two (22), running thence east twenty-five (25) feet north of and parallel to the east and west center line of said section twenty-two (22) to a point three hundred sixty-one and three tenths (361.3) feet east of place of beginning, thence northeasterly at an angle of East 45° 2' North a distance of one hundred (100) feet more or less to the intersection of the east line of said section twenty-two (22), this point of intersection being ninety-six and eight tenths (96.8) feet north of the one quarter corner on the east line of said section twenty-two (22) containing fifty-two hundredths (.52) acres more or less;

And also a strip of land one hundred (100) feet in width through Section twenty-three (23), Township fourteen (14) North, Range thirteen (13) east of the 6th P. M., said strip being fifty (50) feet each side of the following described center line, to-wit: Beginning at a point on the west line of said section twenty-three (23) ninety-six and eight tenths (96.8) feet north of the one quarter corner on the west line of said Section twenty-three (23), running thence northeasterly at an angle of East 45° 2' North, a distance of nine hundred twenty-three and three tenths (923.3) feet more or less to the intersection of the easterly line of Tax Lot Seven (7), this also being the intersection of the westerly line of Union Pacific Railroad, the center line of this last description being a straight line projection of the center line of the first description herein, containing 1.05 acres more or less.

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1. District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, 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 disposed of by the District.

2. Grantor may cultivate, use and enjoy the land within the right-of-way, provided that such use shall not endanger or be a hazard to or interfere with the rights hereinbefore granted, and provided further, that the Grantor shall not allow any buildings, structures, combustible material or property 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 prior written approval from the District.

3. District shall be responsible for repairing any damage to the property caused by the district employees or agents and for restoring said property to the condition that existed prior to said damage.

4. It is further agreed that Grantor has authority to make such conveyance and that it and its successors and assigns shall warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, and against no other claims or demands.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 5 day of January, 1974.

MIDLAND PROPERTIES, INC.

By Charles D. Sutherland, Jr.
President

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Before me, a notary public qualified in said county, personally came Charles D. Sutherland, Jr., President of Midland Properties, Inc., a corporation, known to me to be the President and identical person who signed

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the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on January 5, 1974.

Kathleen Dennis
Notary Public

KATHLEEN DENNIS
MAY 10, 1976

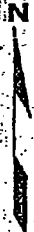
My Commission Expires:



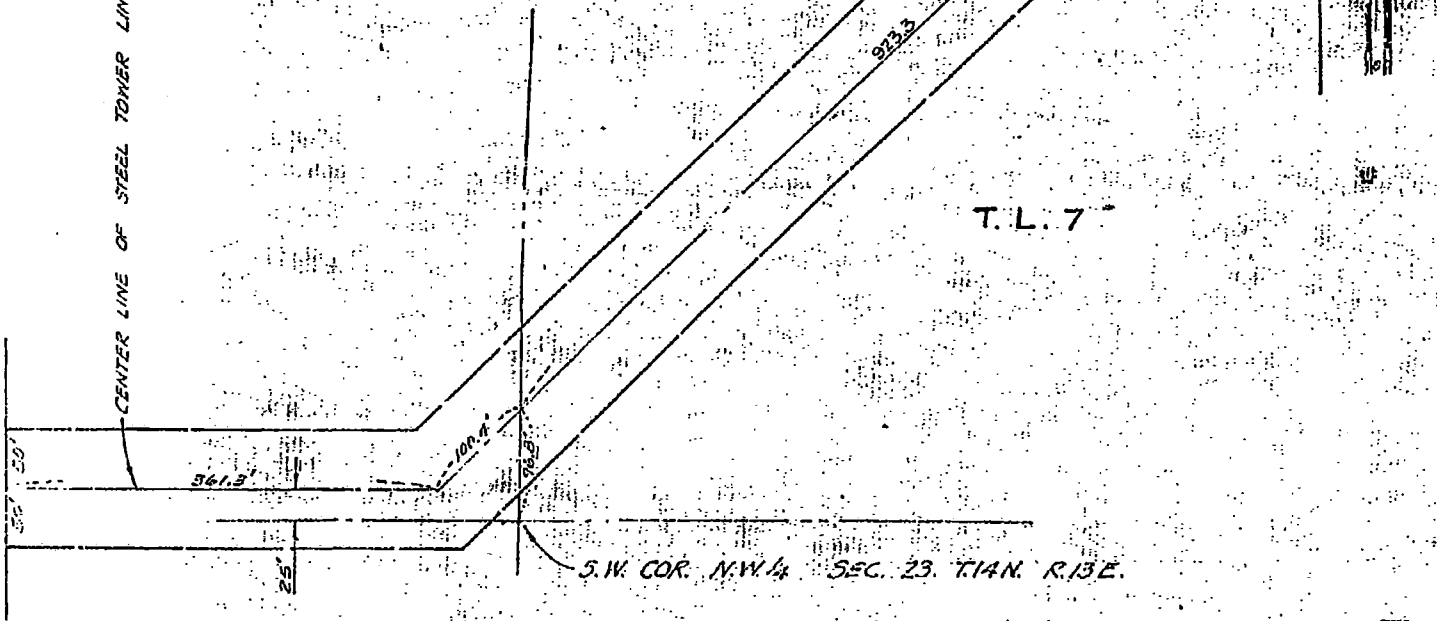
OPPD
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EXHIBIT "B"



CENTER LINE OF STEEL TOWER LINE.



T.L. 7

S.W. COR. N.W. 1/4 SEC. 23. T.14N. R.13E.

PACIFIC

UNION