

Line NO. MAPPSTRANSMISSION LINE EASEMENT

In consideration of the sum of Forty-five Thousand and no/100 Dollars (\$45,000.00), 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 "District," a right-of-way with the perpetual right to survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain and operate thereon, electrical transmission lines consisting of poles, towers, tower 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:

Lots One (1), Two (2) and the East One-half of Three (3), Block One (1), Cornhusker Industrial Park Replat, as surveyed, platted and recorded, an addition to Douglas County, Nebraska.

the area of the above described real estate to be covered by this easement shall be as follows:

(Tract A) Beginning at a point on the North line of said Lot One (1), One Hundred Sixteen feet (116') East of the Northwest corner thereof; thence in a Southeasterly direction to a point on the South line of said Lot One (1), Three Hundred Nine and Fifty-three Hundredths feet (309.53') East of the Southwest corner thereof; thence East along said South line a distance of One Hundred Sixty feet (160'); thence in a Northeasterly direction along the North line of "I" Street to a point of turning located Two Hundred Seventy-eight feet (278') South of and Four Hundred Eighty-two feet (482') East of the Northwest corner of said Lot One (1); thence in a Northwesterly direction to a point on the North line of said Lot One (1), Three Hundred Six feet (306') East of the Northwest corner of said Northwest Quarter (NW1/4); thence in a Westerly direction to the point of beginning.

(Tract B) Beginning at a point on the North line of Lot Two (2), Three Hundred Forty and Fifty-three hundredths feet (340.53') East of the Northwest corner thereof; thence in a Southeasterly direction to a point on the South line of said Lot Two (2), Five Hundred Forty-two feet (542') East of the Southwest corner thereof; thence East along said South line a distance of Eight feet (8'); thence South and parallel to the West line of said Lot Three (3) a distance of Ten feet (10'); thence in a Southeasterly direction to a point on the North line of "K" Street, Thirty-two feet (32') North of and Seven Hundred Twenty-six feet (726') East of the Southwest corner of said Lot Three (3); thence continuing in an Easterly direction on an Eighty feet (80') radius to a point on the South line of said Lot Three (3), Three Hundred Thirty-seven and Forty-one hundredths feet (337.41') West of the Southeast corner thereof; thence continuing in an Easterly direction along said South line a distance of One Hundred Sixty-five and Forty-one hundredths feet (165.41'); thence in a Northwesterly direction through Lots Three (3) and Two (2) to a point on the South line of "I" Street; said point being Five Hundred Sixty-one feet (561') East of and Two Hundred Fifty-eight feet (258') North of the Southwest corner of said Lot Two (2); thence in a Westerly direction on an Eighty foot (80') radius to a point on the North line of said Lot Two (2), Four Hundred Sixty-nine and Fifty-three hundredths feet (469.53') East of the Northwest corner thereof; thence in a Westerly direction along said North line a distance of One Hundred Twenty-nine feet (129') and the point of beginning.

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 as 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 or Lessee, as their interest may appear, 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.

4. Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgment 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 provided further, that the Grantor 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.

5. District shall have the right, at any time, to relocate or add additional electric transmission lines consisting of poles, towers, tower 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 has 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 whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument in triplicate this 18th day of May, 1967.

OMAHA PUBLIC POWER DISTRICT

Ralph W. Shaw
Assistant General Manager

ATTEST:

John E. Drury
Assistant Secretary

Franklin D. ...
Westwood Development Co.

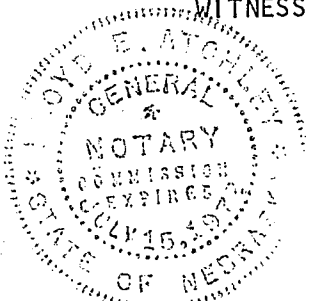
J. A. Thornton
Grantor Secretary

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 18th day of May, 1967, before me, the undersigned, a Notary Public in and for said County and State, appeared Franklin P. Rogers and L. A. Thornton to me personally known, who being by me duly sworn, did say that they are _____ President and _____ Secretary respectively of Westwood Development Co., (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 it voluntarily executed.

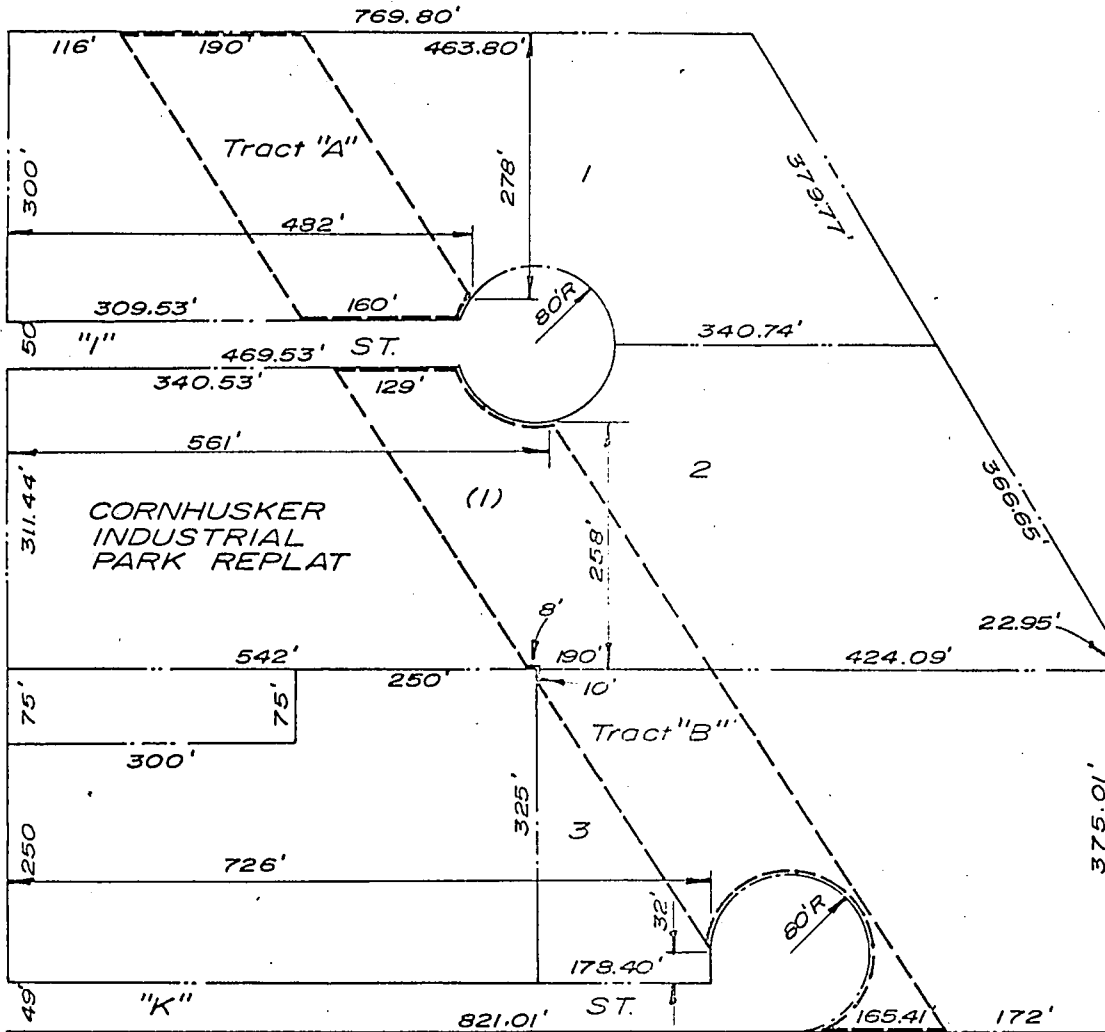
WITNESS my hand and Notarial Seal the date above written.



Lloyd E. Atchley
Notary Public

My Commission expires on the 15th day of July, 1972.

ENDOR. DEPT. <u> </u>	ENDOR. <u>Stephen D. Ob</u>	ENDOR. <u>R.C. Furch</u>
DATE <u>5/22/67</u>	DATE <u>May 18, 1967</u>	DATE <u>5-22-67</u>



**PROPOSED
OMAHA PUBLIC POWER DISTRICT
345,000 VOLT ELECTRIC LINE**

EXHIBIT "A"

Scale: 1" = 200'

Ref. 2.1.1.1.1.

PARCEL NO. _____

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1967 MAY 22 PM 4 20

RECEIVED

449 mixed.
479

Omaha Public Power

75- 6222 900-
6222 900-
6222 F

75- 6333