

BOOK 653 PAGE 676 POOR INSTRUMENT FILED

OPPD Form No. 1-75-5

RIGHT-OF-WAY EASEMENT

R/W

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to OKLAHOMA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereinafter called "District", a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of [redacted] insulators, wires, [redacted] supports and other necessary fixtures and equipment over, upon, above, along, [redacted] in and across the following described real estate, to wit:

The East One Hundred Forty feet (140') of the South One Hundred feet (100') of Lot One (1), Block Eighteen (18), West Benson, an addition to Douglas County, Nebraska, except the South Ten feet (10') thereof taken for public road purposes.

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

The North Seven feet (7') of the South Seventeen feet (17') of the East One Hundred Forty feet (140') of the South One Hundred Feet (100') of Lot One (1), Block Eighteen (18), West Benson, and addition to Douglas County, Nebraska, as surveyed, platted and recorded.

The rights herein granted unto District shall continue for so long as the easement shall be used, operated and maintained for the purposes herein provided and upon the termination of such use this grant shall terminate and all rights revert to Grantor, its successors and assigns.

District hereby agrees to indemnify, defend and hold Grantor free and harmless from and against any and all claims, damages, causes of action, judgments, losses and expenses, including attorneys' fees, howsoever the same may be caused and by whomsoever asserted arising out of or resulting from, directly or indirectly, the District's use of the easement herein granted.

CONDITIONS:

- (a) The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
(b) The District shall also 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, and the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.
(c) The District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
(d) Grantor 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 hereinbefore granted rights and provided further that the Grantor shall not allow any buildings, structures, hay or straw stacks, or other 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 the prior written approval from the District, existing facilities exempt.
(e) 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/her its/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 this 30th day of JUNE, 1981.

ATTEST: [Signature] Assistant Secretary

Oklahoma Stations, Inc., A Delaware Corp. By [Signature] W. F. Pralle, President

STATE OF OKLAHOMA COUNTY OF OKLAHOMA On this 30th day of JUNE, 1981, before me the undersigned, a Notary Public in and for said County, personally came W. F. Pralle, President of Oklahoma Stations, Inc. personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

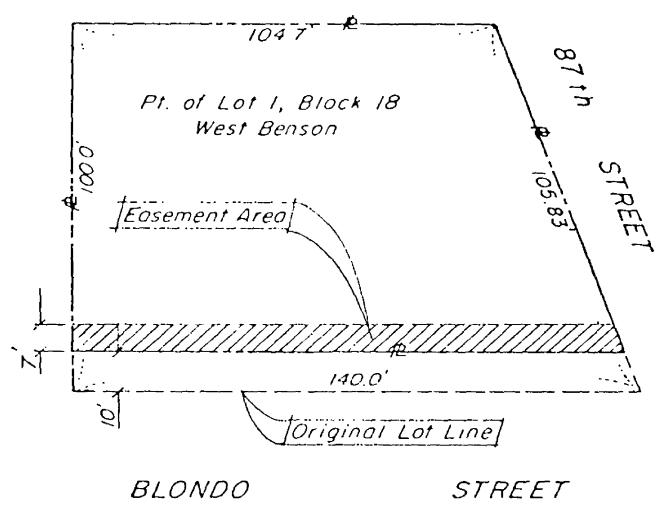
STATE OF OKLAHOMA COUNTY OF OKLAHOMA On this \_\_\_ day of \_\_\_, 19\_\_\_, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_ personally to me known to be the identical person(s) and who acknowledged the execution thereof to be \_\_\_ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at Okla. City, OK in said County, this 22nd day of JUNE, 1982. [Signature] NOTARY PUBLIC

Witness my hand and Notarial Seal at \_\_\_ State above written. [Signature] NOTARY PUBLIC

Recorded in Misc. Book No. \_\_\_ Date 1-3-81 Land Right, and Services [Signature] No. 415701

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Owner: Oklahoma Stations, Inc., a Delaware Corp.  
 Occupied as: Kerr-McGee Station No. 9  
 8512 Blondo Street

*Handwritten initials*

RECEIVED  
 1981 JUN 22 AM 8:53

C. MARSHALL  
 REGISTERED PLUMBER  
 DOUGLAS COUNTY, NEBR.

*Handwritten:* Book 653  
 Page 676  
 No. 20680

*Handwritten:* 6.25  
 INDEXED  
 CORRECTED  
 089-105  
 50-57