

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 366 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: One Hundred Twenty-five and No/100 - Dollars (\$ 125.00)

PROPERTY COVERED AND RIGHT-OF-WAY: Situated in Douglas County, Nebraska.

That part of the East one-half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section One (1), Township Fourteen (14) North, Range Twelve (12) East, lying Westerly of the Missouri-Pacific Railway Right of Way, also known as Tax Lot Seven (7).

Beginning at a point Two (2) feet more or less East of the West line of the East one-half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section One (1), said point being on the Southeasterly line of above described property and on the Northwestern Right of Way line of the Missouri-Pacific Railway, thence Northerly to a point Two (2) feet more or less East of the Northwest corner of said East one-half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and on the North line of above described property, in Section One (1) above.

The wood poles to be set upon above described property shall not exceed five (5) in number, except that one additional wood-pole may be set upon said property, upon an additional payment of \$25.00 for such additional pole to Grantors, their successors or assigns.

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 Burning

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.

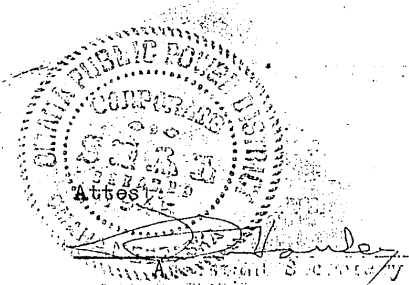
EXECUTED in triplicate this 29th day of July, 1954.

Lester E. Shambles
Mary Shambles

Grantor

OMAHA PUBLIC POWER DISTRICT

By L. J. Moulton
Asst. General Manager

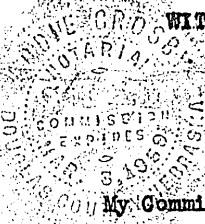


STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 29th day of July, 1954, before me the under-
signed, a notary public in and for said County and State, personally appeared
Lester E. Shamblen and Mary Shamblen, husband and wife,

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

WITNESS my hand and notarial seal the date above written.



[Signature]
Notary Public

My Commission expires on the 3rd day of March, 19 59.

STATE OF NEBRASKA)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me the under-
signed, a notary public in and for said County and State, personally appeared

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

WITNESS my hand and notarial seal the date above written.

Notary Public

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

	APPROVED	DATE
LEGAL DEPT.	<i>W.W. Weinstand</i>	<i>8/3/54</i>
CLERK	<i>A.S. Johnson</i>	<i>8/4/54</i>
DEPT. ACCT.		
DEPT.		

INDEXED and FILED
of the Register of
and recorded in
of *Mail*
Notary Public
G.P.M.P.G.
Fee *2.50*

-14-12

19. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
14 DAY *Jan.* 1955 AT 2:36 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. *2.50*