

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 OHAWA 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 poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

That part of the East One-half (E 1/2) of Section Thirty-five (35), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska, lying Southwest of Union Pacific Railroad right of way.

Owner reserves the right to construct roads, rail trackage, and drives upon said easement in order to provide access to the remainder of the owner's lands.

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

A strip of land Fifty feet (50') in width, being Twenty-five feet (25') on each side of and parallel to the following described reference line: Beginning at a point on the East line of said Section Thirty-five (35), said point being Four Hundred Fifty-five (455'), more or less, North of the Southeast corner thereof; thence in a Northwesterly direction to a point of turning located Two Hundred Ten feet (210'), more or less, West of and Eight Hundred Twenty-two feet (822'), more or less, North of the aforesaid Southeast corner; thence in a Northwesterly direction along a line that is Twenty-five feet (25') distant from and measured at right angles to the Southwesterly right-of-way line of the Union Pacific Railroad to a point on the West line of the East One-half (E 1/2) of said Section Thirty-five (35).

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.
(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 18 day of MARCH, 1976

United States National Bank of Omaha as Testamentary Trustee under Last Will of Katherine C. Allison, Deceased

Stephen E. Heady ASSIST. TRUST OFFICER

STATE OF COUNTY OF

STATE OF NEBRASKA COUNTY OF DOUGLAS

On this day of 19 before me the undersigned, a Notary Public in and for said County, personally came

On this 18 day of March, 1976, before me the undersigned, a Notary Public in and for said County and State, personally appeared

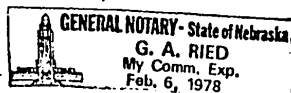
Stephen E. Heady

President of 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 voluntary act and deed for the purpose therein expressed.

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 said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.



Notary Public signature

My Commission expires:

My Commission expires: 2-6-78

Transmission Engineer Date Land Rights and Services Date

Recorded in Misc. Book No. at Page No. on the day of 19

By *Bruce Stecker*
Re: *Isipord Design*
Dputy

C. Harold Ustler

THE STATE OF
Douglas
for Pct. 3
Deed 3
Book 563 of
Page 541
Decided in
favor of
C. Harold Ustler

1976 APR 13 AM 10:31
RECEIVED
C. HAROLD USTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

35-15-11

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