

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 in OMAHA 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: The North One-half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$); the North One-half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) and the South One-half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-four (24), Township Fourteen (14) North, Range Twelve (12) and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Nineteen (19), Township Fourteen (14) North, Range Thirteen (13), all East of the 6th P.M., Sarpy County, Nebraska.

FILED FOR RECORD 6-17-77 AT 8:30 A.M. IN BOOK 50 OF MICCOLLEO 350
479 Cont. L. 11/11/77

The area of the above described real estate to be covered by this easement shall be as follows: A strip of land One Hundred Seventy feet (170') in width, lying adjacent to and parallel to the South line of the South One-half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-four (24), Township Fourteen (14) North, Range Twelve (12) and the South line of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Nineteen (19), Township Fourteen (14) North, Range Thirteen (13), also a strip of land One Hundred Fifty feet (150') in width, lying adjacent to and parallel to the North line of the North One-half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the North One-half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-four (24), Township Fourteen (14) North, Range Twelve (12) and the North line of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Nineteen (19), Township Fourteen (14) North, Range Thirteen (13), all East of the 6th P.M., Sarpy County, Nebraska.

CONDITIONS:

- 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.
- 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.
- 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.
- 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.
- 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 14 day of June 1977

Ward Thompson

Grace G. Thompson

STATE OF
COUNTY OF

On this day of 1977
before me the undersigned, a Notary Public in and for said
County, personally came

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.

Witness my hand and Notarial Seal at in
said County the day and year last above written.

NOTARY PUBLIC

My Commission expires:

STATE OF Nebraska
COUNTY OF Sarpy

On this day of June 1977
before me the undersigned, a Notary Public in and for said County and State,
personally appeared

Grace G. Thompson & Ward Thompson

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 Notarial Seal at the date above written.

NOTARY PUBLIC
STATE OF NEBRASKA
MAY 27, 1978
My Commission Expires

Transmission Engineer Date 5/5/77 Land Rights and Services Date 4/18/77

Recorded in Misc. Book No. at Page No. on the day of 1977

67300

50-609

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 OMAHA 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: The North One-half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$); the North One-half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) and the South One-half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-four (24), Township Fourteen (14) North, Range Twelve (12) and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Nineteen (19), Township Fourteen (14) North, Range Thirteen (13), all East of the 6th P.M., Sarpy County, Nebraska.

FILED FOR RECORD 7:20 PM AT 10:45 A.M. IN BOOK 50 OF Miss. Rec. 350
PAGE 609 Carl L. Hibel REGISTER OF DEEDS, SARPY COUNTY, NEB.

The area of the above described real estate to be covered by this easement shall be as follows: A strip of land One Hundred Seventy feet (170') in width, lying adjacent to and parallel to the South line of the South One-half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-four (24), Township Fourteen (14) North, Range Twelve (12) and the South line of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Nineteen (19), Township Fourteen (14) North, Range Thirteen (13), also a strip of land One Hundred Fifty feet (150') in width, lying adjacent to and parallel to the North line of the North One-half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the North One-half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-four (24), Township Fourteen (14) North, Range Twelve (12) and the North line of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Nineteen (19), Township Fourteen (14) North, Range Thirteen (13), all East of the 6th P.M., Sarpy County, Nebraska.

CONDITIONS:

- 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.
- 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.
- 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.
- 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. Grantor shall have the further right, privilege, and authority to place fill within the confines of above-described easement area to a final elevation of 992.0 feet, M.S.L. (U.S.C. & G.S.); and to remove not to exceed five feet (5') of soil from the poles set at District survey station 216 + 85 (for reference the 3 of 48th Street is station 287 + 97).
- 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 20 day of July, 1977.

Vernon M. Fricke

FRICKE FARMS, LTD.

Vernon M. Fricke
Secretary

FRICKE INC.

Milton Fricke
President

STATE OF Nebraska
COUNTY OF Sarpy

STATE OF Nebraska
COUNTY OF Sarpy

On this 20 day of July, 1977, before me the undersigned, a Notary Public in and for said County and State, personally came Milton Fricke, Jr. President of Fricke 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.

On this 20 day of July, 1977, before me the undersigned, a Notary Public in and for said County and State, personally appeared Milton H. Fricke & Vernon M. Fricke of Fricke Farms Ltd. personally to me known to be the identical person(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at Lincoln in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

My Commission expires: April 10, 1978

My Commission expires: April 10, 1978

Transmission Engineer: SSJ Date 5-5-77 Land Rights and Services

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

EXHIBIT "A"