

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 East One-half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$); Tax Lot Three (T.L. 3) and Tax Lot Four (T.L. 4), all in Section Nineteen (19), Township Fourteen (14) North, Range Thirteen (13), East of the 6th P.M., Sarpy County, Nebraska.

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

For location of area covered by this easement, refer to sketch on the reverse side hereof.

FILED FOR RECORD 7-26-77 10:45 AM IN BOOK 26 OF 1666 REC 6-25
PAGE 615 Carl L. Hibel REGISTER OF DEEDS, SARPY COUNTY, NEB.

CONDITIONS:

1. 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.
2. 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.
3. 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.
4. 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 952.0 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 $\frac{1}{2}$ of 48th Street is station 287 + 97).
5. 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 26th day of July, 1977.

FRICKE FARMS, LTD.

STATE OF Nebraska

COUNTY OF Sarpy

On this 26th day of July, 1977, before me the undersigned, a Notary Public in and for said

County, personally appeared Carl L. Hibel

known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged the execution thereof to me for the purposes and consideration therein expressed.

My Commission expires Sept. 10, 1978

Witness my hand and Notarial Seal the day and year first above written.

My Commission expires:

My Notary Seal Expires:

Witness my hand and Notarial Seal the day and year first above written.

My Commission expires:

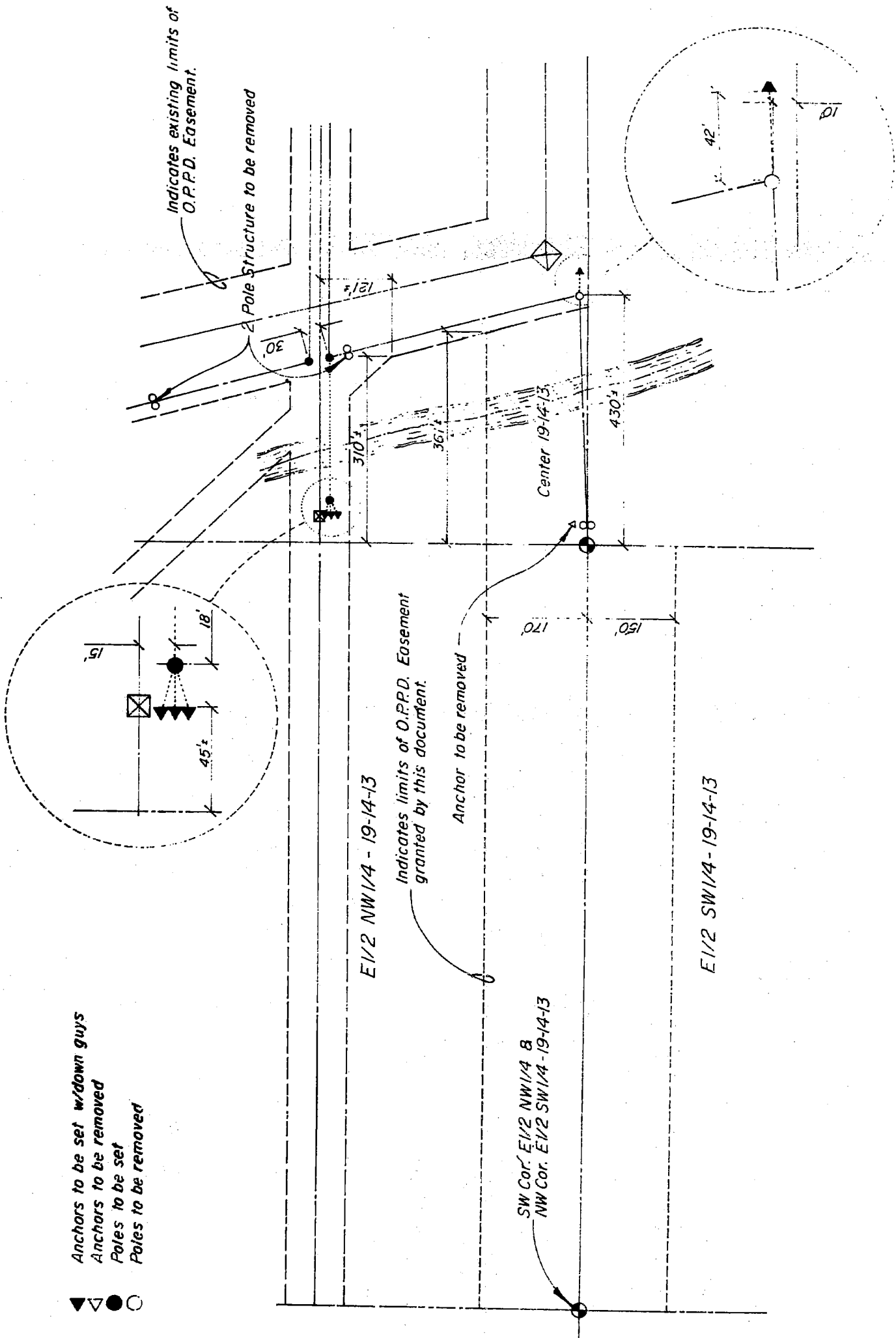
Witness my hand and Notarial Seal the day and year first above written.

My Commission expires:

EXHIBIT "A"



- ▲ Anchors to be set w/down guys
- Anchors to be removed
- Poles to be set
- Poles to be removed



Indicates existing limits of O.P.P.D. Easement.

2 Pole Structure to be removed

E 1/2 NW 1/4 - 19-14-13

Indicates limits of O.P.P.D. Easement granted by this document.

Anchor to be removed

SW Cor. E 1/2 NW 1/4 8
NW Cor. E 1/2 SW 1/4 - 19-14-13

E 1/2 SW 1/4 - 19-14-13

Center 19-14-13