

RIGHT OF WAY EASEMENT

Line No. 73

Affects Lots 38, 39, 40 +

Doc. No. 273 (39)

188, 197 510, 511, 512 + 513

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Edwin Holling, Trustee

and the undersigned Tenant,

hereinafter called "Grantor(s), in consideration of the sum of One Dollar & Other Considerations Dollars (\$ 1.00---) and of the further agreements herein stated, do hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "District", a right of way with the perpetual right to survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain and operate thereon, electrical transmission lines consisting of pole & towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment over, above, along, under, in and across the following described real estate situated in Douglas County, State of Nebraska, to-wit:

The Southwest Quarter (SW1/4) of Section Eight (8), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

the area of the above described real estate to be covered by this easement shall be as follows: The west Two Hundred feet (200') of the East One-half of the Southwest Quarter (E1/2 SW1/4) of Section Eight (8), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

1. District shall have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines. Such ingress and egress shall be exercised in a reasonable manner.
2. District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain, operate and remove said lines, 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 burned or removed by the District.
3. District hereby agrees to pay the Grantor(s) for any damage to real and/or personal property, fences, livestock, and to grazing crops by reason of the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation, and removal of said electric lines. Payment for damages shall be on or before 90 days after the completion of any line construction or maintenance.
4. Grantor(s) may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgment of the District, endanger or be a hazard to or interfere with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines, and provided further, that the Grantor(s) shall not allow any buildings, structures, combustible material or property, including hay or straw stacks 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 consent of the District.
5. District shall have the right, at any time, to relocate or add additional electric transmission lines consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment with changed dimensions and different voltages, over, above, along, under, in and across the above described real estate covered by this easement.
6. It is further agreed that Grantor(s) has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/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 affecting his right, title or interest prior to or contrary to this conveyance.

This easement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the

17 day of Oct 19 69

*[Signature]*  
Edwin Holling, Trustee

*[Signature]*  
Edwin Holling, Trustee  
*[Signature]*  
Loren Plambek  
*[Signature]*  
Loren Plambek

APPROVED

*[Signature]*  
DATE 10-22-69

LEGAL DEPT. *[Signature]*  
DATE 10/28/69

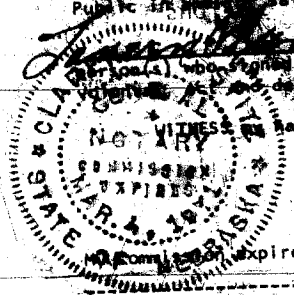
AGRT. D. *[Signature]*  
DATE 10/29/69

CLEARING *[Signature]*  
DATE 10-21-69  
*[Signature]*  
DATE 10-21-69

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA  
COUNTY OF Douglas ss.

On this 17 day of Oct, 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edmund Kelly Grant (Name(s) who signed the foregoing instrument and who acknowledged the execution thereof to be his own act and deed for the purpose therein expressed.



WITNESS my hand and Notarial Seal the date above written.  
Edmund Kelly Grant  
Notary Public

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

STATE OF NEBRASKA  
COUNTY OF \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are \_\_\_\_\_ President and \_\_\_\_\_ Secretary respectively of \_\_\_\_\_ (a Corporation), that the Seal affixed to said instrument is the Seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.

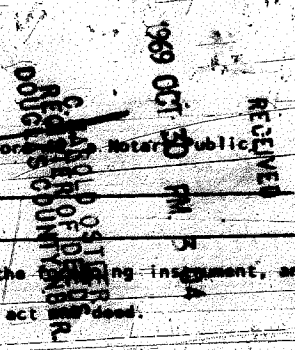
WITNESS my hand and Notarial Seal the date above written.  
\_\_\_\_\_  
Notary Public  
My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

MORTGAGEE'S CONSENT

TO OMAHA PUBLIC POWER DISTRICT:  
As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, recorded in the Recorder's Office of \_\_\_\_\_ County, Nebraska, in Book \_\_\_\_\_, page \_\_\_\_\_, the undersigned hereby consent(s) and join(s) in the granting to said District of the within and foregoing right-of-way agreement.  
Dated \_\_\_\_\_

By \_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

ACKNOWLEDGEMENT OF MORTGAGEE'S CONSENT  
STATE OF NEBRASKA  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ who is (or are) named herein and who executed the foregoing instrument, and acknowledged that he executed the \_\_\_\_\_ voluntary act and deed.  
\_\_\_\_\_  
Notary Public



8-14-11

Edmund Kelly Grant