

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.

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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.

Verna M. Fricke

FRICKE FARMS, LTD.

Milton H. Fricke

Verna M. Fricke

Secretary

FRICKE INC.

President

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, 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.Witness my hand and Notarial Seal at Lincoln, Nebraska

said County the day and year last above written.

My Commission expires: Sept. 11, 1978Transmission Engineer SSJ Date 5-5-78 Land Rights and Services

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 1978.

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 appeared Milton H. Fricke & Verna M. Frickeof 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 the date above written.

NOTARY PUBLIC

My Commission expires: Sept. 11, 1978