

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

KNOW ALL MEN BY THESE PRESENT:

6-15-12

That MOBIL PIPE LINE COMPANY, a corporation with offices in Dallas, Texas, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, hereby grants and conveys unto OMAHA PUBLIC POWER DISTRICT an easement and right of way 24 feet in width to construct, operate and maintain poles with lines of wires, crossarms, stubs, anchors and other usual fixtures for the transmission of electricity on, over and across a 4.985-acre tract of land, said tract being a part of the west 119 acres of the Northwest Quarter, Section 6, T15N, R12E, of the 6th P.M., Douglas County, Nebraska, and known as Mobil Pipe Line Company's Omaha Pump Station. Said 24-foot wide right of way strip to run parallel and adjacent to the east property line of said 4.985-acre tract, with ingress and egress to and from the same.

GRANTEE shall have the right to cut and trim trees necessary for safe and convenient maintenance and operation of such facilities.

Said easement and right of way is for the purpose of OMAHA PUBLIC POWER DISTRICT's constructing and operating electric lines and equipment to furnish electric power and energy to Grantor's pumping plant situated on the premises above described. In the event Grantor elects to discontinue use of Grantee's electric power and energy for the operation of said pumping plant, Grantor may forthwith revoke and terminate this easement and the same will thereupon be of no further force or effect, except that Grantee shall have a reasonable time to remove its poles, lines and other equipment from the above described premises.

By the acceptance and recording of this instrument, the Grantee agrees that while this agreement is in existence it will indemnify, protect and save harmless Grantor from all loss, cost, damage and expenses by reason of injury or damage to any person or property resulting from the negligence of the Grantee in the construction, use, maintenance,

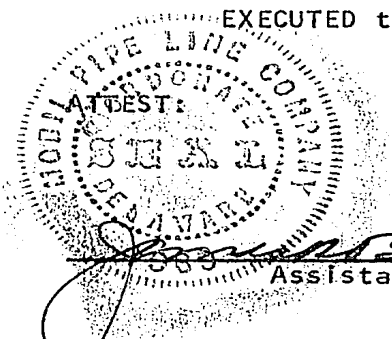
repair renewal or removal of poles and wires or any other installations placed thereon by the Grantee; provided, however, the Grantee shall not hold Grantor harmless nor be liable for any loss, cost, damage, or expense caused by or resulting from sole negligence of Grantor.

GRANTOR herein intends to confer no greater rights than it has itself, and this instrument is subject to all stipulations, rights and privileges in any grant heretofore made by or to the Grantor, and this grant is made without warranty, either expressed or implied.

TO HAVE AND TO HOLD the above-granted rights and easements, together with all and singular the privileges and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns, for so long as said transmission line shall be maintained or operated in accordance with the terms of this instrument, and the easement herein granted shall revert to the Grantor, its successors and assigns, upon the abandonment of the use and operation of the said facilities.

All of the agreements and provisions herein contained, and all of the obligations herein assumed, shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

EXECUTED this 19th day of December, 1969.



MOBIL PIPE LINE COMPANY

By: [Signature]
Vice President

5103
870

[Signature]
Assistant Secretary

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 19th day of December, 1969, before me, a Notary Public in and for said county, personally came the above named L. A. Foy, Vice President, and James R. Ball, Assistant Secretary, of MOBIL PIPE LINE COMPANY, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and Assistant Secretary of said corporation, and acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the date last aforesaid.



My commission expires
June 1, 1971

Doris Hickey

DORIS HICKEY, Notary Public
In and for Dallas County, Texas

RECEIVED

1970 JAN 21 AM 10 22

C. HAROLD CASTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, TEXAS

THE STATE OF TEXAS } ss.
Douglas County }
Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 485 of Mex
Page 429

C. Harold Castler

Register of Deeds

By Ormauer Deputy

Power Dick
1623
925

6-15-12

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