

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned 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:

Sub Lot Seven (S.L. 7), Abraham's Subdivision to Sarpy County, Nebraska, as surveyed, platted and recorded.

FILED FOR RECORD 7-8-77 AT 1:00 P.M. IN BOOK 50 OF Misc Rec PAGE 567 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 325

The area of the above described real estate to be covered by this easement shall be as follows: A strip of land One Hundred Twenty-five feet (125') in width, being Sixty-five feet (65') Southwest of and Sixty feet (60') Northeast of and parallel to the following described reference line: Beginning at a point on the South line of said Sub Lot Seven (S.L.7), said point being Ninety feet (90'), more or less, East of the Southwest corner thereof (also the Southeast corner of Sub Lot Five); thence in a Northwesterly direction to a point of leaving located on the Northerly line of said Sub Lot Seven (S.L. 7), said point being Sixty-eight feet (68') more or less East of the Northwest corner of said Sub Lot Seven (S.L. 7)

CONDITIONS:

- (a) 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.
- (b) The Grantor hereby grants to the District, its successors and assigns, the permanent right, privilege and authority to cut down trees under or within 25 feet of the District's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris from such tree cutting and/or trimming shall be disposed of by placing in ravine for animal cover as directed by Grantor. No Retardent sprays will be used and the only trees, shrubs and low growth that will be removed is that required to construct and maintain the safe operation of the lines.
- (c) 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.
- (d) 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.
- (e) 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 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 7 day of July 1977

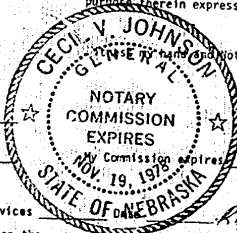
Herman A. Neumann
Rachel M. Neumann

Herman A. Neumann
Rachel M. Neumann

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.

STATE OF NEBRASKA
COUNTY OF SARPY
On this 7 day of July 1977
before me the undersigned, a Notary Public in and for said County and State,
personally appeared
HERMAN A. NEUMANN & Rachel M.
NEUMANN Husband & wife
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 _____ in
said County the day and year last above written.



Cecil V. Johnson
NOTARY PUBLIC
19 November 1978

My Commission expires: _____

Transmission Engineer BJ Date 3-77 Land Rights and Services
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ of _____ 1977

Est 68177