

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 Northeast

Quarter of the Northeast Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Two (2), Township Fifteen (15) North; the Southeast Quarter (SE $\frac{1}{4}$ ) and the South One-half of the Northeast Quarter (S $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section Thirty-five (35), Township Sixteen (16) North, all in Range Nine (9), 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: See Exhibit on the reverse side of this document for location of easement area.

*Overhang only*

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 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.
- (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 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 9 day of July, 1976.

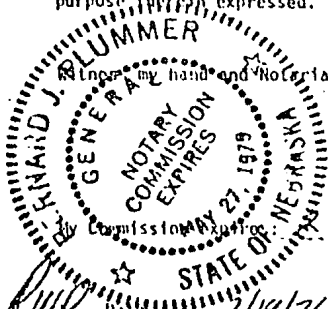
SMITH & JOHNSON LAND CO., LTD.  
a Limited Partnership

*Everett L. Smith, General Partner*

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
 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 Douglas  
 On this 9 day of July, 1976  
 before me the undersigned, a Notary Public in and for said County and State,  
 personally appeared  
Everett L. Smith, General Partner  
 personally to me known to be the identical person(s) and who acknowledged  
 the execution thereof to be Yes 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.



*Richard J. Plummer*  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

7 May 1979

Transmission Engineer [Signature] Date 7-26-76; Land Rights and Services [Signature] Date 1/19/76

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

SW/2 NE1/4 35-16-9

NE1/4 Cor. of the NE1/4 - 35-16-9

E1/4 Cor. of 35-16-9

20'

50'

Easement Area

SE1/4 35-16-9

COUNTY ROAD 104

37'

200'

COUNTY ROAD 25

NE1/4 NE1/4  
2-15-9

NE Cor. of 2-15-9



REGISTERED PROFESSIONAL SURVEYOR

RECEIVED  
JUL 20 AM 9 10

RECEIVED

*3 rods*

Book 567

Page 799

of Misc

Page 650

Date

Compd.

2-15-9  
35-16-9

*11-9*  
*35-16-9*

*APPD*