

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:

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10), Township Fifteen (15), Range Eleven (11) East of the 6th P.M., Douglas County, Nebraska, more particularly described as commencing at the Southeast corner of said Southwest Quarter (SW $\frac{1}{4}$), thence West (an assumed bearing) on the South line of said Southwest Quarter (SW $\frac{1}{4}$) Fifty-three and four tenths feet (53.4') to a point, thence North Thirty-three feet (33') to the point of beginning, thence West One Hundred Sixty-one and six-tenths feet (161.6'), thence North Three Hundred Forty-three feet (343'), thence East Three Hundred Seven and four tenths (307.4'), . . . continued on the reverse side hereof

the area of the above described real estate to be covered by this easement shall be as follows:

A strip of land Seventeen feet (17') in width, lying adjacent to and parallel to the North public road right of way running East and West along the South line of said Southwest Quarter (SW $\frac{1}{4}$).

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 burn, 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; 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 not change or alter the grade of the right-of-way herein described without the prior written approval from the District; Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way.
- (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 whatsoever 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 13th day of May, 19 85.

Raymond Parkening
RAYMOND PARKENING

Joanne Parkening
JOANNE PARKENING

