

EASEMENT

I, Roy A. Smith & Kay Watson Smith Owner(s)  
We, of (agent for) the real estate described as follows: South 150 feet of the North 190 feet of the West 150 feet of the East 216.4 feet of the Northwest quarter of the Southeast quarter S section 6-T14N-R13E of the 6th P.M. in Douglas County, Nebraska.

in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, an easement, 10 feet in width, to construct, operate and maintain its electric transmission and distribution line(s), consisting of poles, wires, cables, fixtures, guys and anchors, together with the right to trim any trees, along said line(s) where necessary to secure a clearance of at least twelve feet (12') for the wires.

The electric line(s) are to be located as hereindescribed: within the East 10 feet of the South 150 feet of the North 190 feet of the West 150 feet of the East 216.4 feet of the Northwest quarter of the Southeast quarter Section 6-T14N-R13E in Douglas County, Nebraska.

After electric and telephone facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change in grade elevation or any excavations shall be made therein without prior approval, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

The foregoing right is granted upon the express condition that the OMAHA PUBLIC POWER DISTRICT will assume liability for all damages to the above described property caused by said District's failure to use due care in its exercise of the granted right.

It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

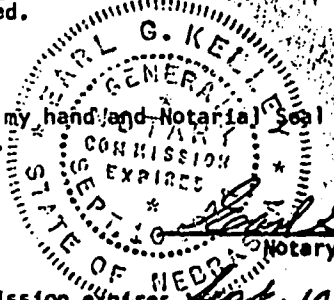
WITNESS my hand and Notarial Seal this 22nd day of March, 19 71.

ATTEST:  
X Roy A. Smith  
X Kay Watson Smith

ATTEST:  
\_\_\_\_\_  
Grantors

STATE OF Nebraska }  
COUNTY OF Douglas } ss  
On this 22nd day of March, 19 71, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Roy A. Smith & Kay Watson Smith,  
husband and wife  
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 their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.  
  
My Commission expires Sept. 10, 1972

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_

\_\_\_\_\_, President of \_\_\_\_\_, (a corporation), to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.  
\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_