

EASEMENT

The undersigned, hereinafter called "Grantor", hereby grants and conveys to OMAHA PUBLIC POWER DISTRICT, hereinafter called "District", its successors and assigns, a perpetual easement to construct, operate and maintain a 3 phase, 11 kilo-volt electric transmission line together with necessary poles, wires, guys and other fixtures and appliances, over, upon, along and above the property herein described, upon the terms and conditions set forth.

CONSIDERATIONS: None Dollars (\$ 0.00)
PROPERTY COVERED AND RIGHT-OF-WAY:

Tax Lots W and "C", Section 13, Township 14 North, Range 12 East of the Sixth P.M., Curry County, Nebraska.

Beginning at a point on the east line of Tax Lot 4, 23 feet more or less North of the South line of same, thence Westerly through Tax Lots 4 and "C" to a point of bearing on the East line of Tax Lot "C", 40 feet North of the South line of same.

The single wood pole structures to be set upon the above described premises shall not exceed 6 in number.

CONDITIONS: The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor hereby grants to the District, its successors and assigns, the permanent right, privilege and authority to cut down trees under or within twenty-five (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 trimming shall be disposed of by the District.

The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, live stock and other personal property of the Grantor and the District agrees to indemnify and save harmless the Grantor from any and all such damage and loss arising or occurring to such property solely by reason of the District's negligence in the construction, operation and maintenance of said electric line.

This easement is binding on the heirs, executors, administrators and assigns of Grantors.

EXECUTED in triplicate this 24th day of August, 1957.

RECEIVED	DATE
	8/24/57
	8/27

Cleo Vandeventer

Jane Vandeventer

Grantor

ATTEST:

Assistant Secretary

OMAHA PUBLIC POWER DISTRICT

By: _____
Assistant General Manager

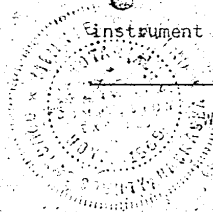
57-11A

222-254

STATE OF NEBRASKA)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me the undersigned, a notary public in and for said County and State, personally appeared
Cleo Vandeventer and Jane Vandeventer, husband and wife

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor 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.

Notary Public

My Commission expires on the _____ day of _____, 19____.

STATE OF NEBRASKA)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me the undersigned, a notary public in and for said County and State, personally appeared _____

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My Commission expires on the _____ day of _____, 19____.

949

Oct 5 11 4

Traced Rec. 25
Geo. J. Richardson

Richard Buff

12-25 Commission Expires