

EASEMENT

BOOK 300 PAGE 689

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 69 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:- Three Hundred and 75.00 Dollars (\$300⁰⁰)
PROPERTY COVERED AND RIGHT-OF-WAY:-

The North 27.44 acres of the South 1/2 of the Southwest Quarter, and the South 25.63 acres of the South 1/2 of the Southwest Quarter, and the North 1/2 of the Southwest Quarter, and the South 1/2 of the Northwest Quarter, Section 25, Township 15 North, Range 12 East, Douglas County, Nebraska.

Beginning at a point Ten (10) feet more or less North and Two (2) feet more or less West of the Southeast corner of the above described property, thence Northerly and parallel with the North-South one-half Section Line, Section 35, to a point on the North line of the above described property, said point being Two (2) feet more or less Westerly of the Northeast corner of the South 1/2 of the Northwest Quarter, Section 35.

The wood pole structures to be placed on the above described premises shall not exceed eleven (11) structures and four (4) down guys and anchors in number, except that one additional wood pole structure may be set upon said premises upon additional payment of \$25.00 per structure to Grantors, their successors or assigns.

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 burning. Cut in 8 ft Lengths and Stack on Side

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.

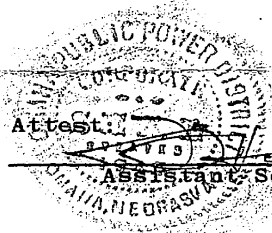
This easement is binding on the heirs, executors, administrators and assigns of Grantors.

EXECUTED in triplicate this 14th day of April, 1955.

Earl K. Root
Earl K. Root

Eva Jean Root
Eva Jean Root
Grantor

Attest: [Signature]
Assistant Secretary
OMAHA PUBLIC POWER DISTRICT
By C. F. Moulton
Asst. General Manager



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STATE OF NEBRASKA

COUNTY OF Douglas

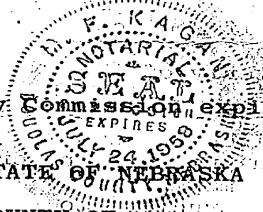
ss.

On this 14th day of April, 19 55, before me the undersigned, a notary public in and for said County and State, personally appeared

Earl K. Root and Eva Jean Root, 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.

 My Commission expires on the 14th day of April, 19 55.
 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____.

	APPROVED	DATE
LEGAL DEPT.	<i>W. W. Wainwright</i>	<i>5/24/55</i>
ENGR. DEPT.	<i>D. E. Johnson</i>	<i>5/18/55</i>
ACCT. DEPT.		
DEPT.		

40. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 2 50
 9 DAY Aug 19 55 AT 1:17 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.