

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 Southwest Quarter (NE 1/4 SW 1/4) and the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section Three (3), Township Twelve (12) North, Range Twelve (12), East of the 6th P. M., Cass County, Nebraska.

COMPARED

Doc # 205

FILED FOR RECORD 11-24-75 AT 10:54 A.M. IN BOOK 18 OF Misc REGISTER OF DEEDS, CASS CO., NEBR. PAGE 108 Betty Philpot # 3.25

the area of the above described real estate to be covered by this easement shall be as follows: A strip of land One Hundred Fifty feet (150') in width, being Seventy-five feet (75') on each side of and parallel to the following described reference line: Beginning at a point on the North line of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of said Section Three (3), said point being Three Hundred Ten feet (310'), more or less, West of the Northeast corner thereof; thence in a Southeasterly direction to a point of leaving located on the East line thereof, said point being Three Hundred Ten feet (310'), more or less, South of the aforesaid Northeast corner.

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. The District agrees to control any erosion caused by said clearing or construction.
(e) It is hereby 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 23 day of October, 1975

William Allen Metzger (Signature)
William Allen Metzger

Katherine Metzger (Signature)

STATE OF

COUNTY OF

On this 23 day of October, 1975, 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 their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at said County the day and year last above written.

NOTARY PUBLIC

My Commission expires:

Transmission Engineer Date: Land Rights and Services Date: 11/19/75

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

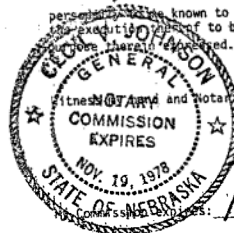
STATE OF NEBRASKA

COUNTY OF CASS

On this 23 day of October, 1975, before me the undersigned, a Notary Public in and for said County and State, personally appeared

William Allan Metzger & Katherine Metzger Husband & wife

personally known to be the identical person(s) and who acknowledged their voluntary act and deed for the purpose therein expressed.



Cecil V. Johnson (Signature)
NOTARY PUBLIC

19 November 1978