

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, John B. Quinn and Goldie Quinn, husband and wife,

and the undersigned Tenant, \_\_\_\_\_

hereinafter called "Grantor(s), in consideration of the sum of One Dollar & other consider. Dollars (\$ 1.00 ), and of the further agreements herein stated, do hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "District", a right of way with the perpetual right to survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain and operate thereon, electrical transmission lines consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment over, above, along, under, in and across the following described real estate situated in Douglas County, State of Nebraska, to-wit:

The South One-half of the Northwest Quarter (S1/2 NW1/4), and the West One-half of the Southwest Quarter (W1/2 SW1/4) of Section Eight (8), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

the area of the above described real estate to be covered by this easement shall be as follows: The East Two Hundred feet (200') of the South One-half of the Northwest Quarter (S1/2 NW1/4) of Section Eight (8), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

1. District shall have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines. Such ingress and egress shall be exercised in a reasonable manner.
2. District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain, operate and remove said lines, 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 burned or removed by the District.
3. District hereby agrees to pay the Grantor(s) for any damage to real and/or personal property, fences, livestock, and to growing crops by reason of the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation, and removal of said electric lines. Payment for damages shall be on or before 90 days after the completion of any line construction or maintenance.
4. Grantor(s) 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 survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines, and provided further, that the Grantor(s) shall not allow any buildings, structures, combustible material or property, including hay or straw stacks 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 consent of the District.
5. District shall have the right, at any time, to relocate or add additional electric transmission lines consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment with changed dimensions and different voltages, over, above, along, under, in and across the above described real estate covered by this easement.
6. It is further agreed that Grantor(s) has/have 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 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.

This agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 23 day of Sept, 19 69.

OMAHA PUBLIC POWER DISTRICT

Assistant General Manager

ATTEST:

Assistant Secretary

John B. Quinn

Goldie Quinn

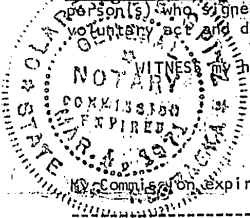
7269

APPROVED			Grantor(s)
ENGR. DEPT. <u>J. E. Miller</u>	LEGAL DEPT. <u>[Signature]</u>	AGT. <u>E. C. Page</u>	<u>J. B. Quinn</u>
DATE <u>10-1-69</u>	DATE <u>10/2/69</u>	DATE <u>10/2/69</u>	<u>Goldie Quinn</u>

STATE OF NEBRASKA

COUNTY OF Douglas

ss.

On this 23 day of Sept, 19 69, before me, the undersigned, a NotaryPublic, in and for said County and State, personally appeared John B. Quinnperson(s) who signed the foregoing instrument 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 4 day of March, 19 71.

## MORTGAGEE'S CONSENT

TO OMAHA PUBLIC POWER DISTRICT:

As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the 1st day of April, 19 61, recorded in the Recorder's Office of Douglas County, Nebraska, in Book 1383, page 493, the undersigned hereby consent(s) and join(s) in the granting to said District of the within and foregoing right-of-way agreement.

Dated November 10, 1969

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By E. E. McLean  
E. E. McLean Vice PresidentSTATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of November, 19 69, personally appeared E. E. McLean, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

FMD-693  
(630)

IDA WELSH  
Notary Public, State of New York  
No. 31-4221025  
Qualified in New York County  
Commission Expires March 30, 1971

Ida Welsh

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CHARGED COSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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for  
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Official Notary

Register of Deeds

Deputy

MAIL: Omaha Public Power Dist

1623 Harding

8-15-11 G.P.M.F.C.

Conceded Fee 5.50

8-15-11