

RIGHT-OF-WAY EASEMENT

Doc. No. 2:110(13)

R/W

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, wire 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: Lot Forty-nine (49), Harold Square, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

FILED FOR RECORD 7-1-77 9:30 AM IN BOOK 50 OF Misc Recs
514 Carl L. Hibel REGISTER OF DEEDS, SARPY COUNTY, NEB.

The area of the above described real estate to be covered by this easement shall be as follows:

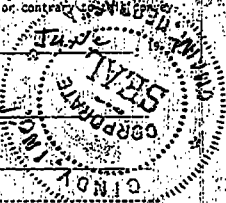
Beginning at a point on the West line of said Lot Forty-nine (49), said point being One Hundred Seven and Fifty-two hundredths feet (107.52') North of the Southwest corner thereof; thence continuing North along aforesaid West line a distance of Eighty and Eighty-seven hundredths feet (80.87'); thence in a Northeasterly direction to a point on the East line of said Lot Forty-nine (49), said point being Three Hundred Twenty-five feet (325') North of the Southeast corner thereof; thence Southeasterly along aforesaid East line a distance of Seventy-one feet (71'); thence in a Southwesterly direction to the point of beginning.

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.
(e) It is further 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 17 day of June 1977.

GINDY, INC. [Signature]



STATE OF NEBRASKA COUNTY OF SARPY

On this 17 day of June 1977 before me the undersigned, a Notary Public in and for said County, personally came H.G. Citta

President of GINDY, INC. 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 his voluntary act and deed for the purpose therein expressed.

STATE OF NEBRASKA COUNTY OF SARPY

On this 17 day of June 1977 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) and who acknowledged the execution thereof to be voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at 76114 48th in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.



[Signature] NOTARY PUBLIC 19 November 1978

My Commission expires:

Date 2-11 Land Rights and Services RA Date 6-30-77

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

Rec'd 67853