

RIGHT OF WAY EASEMENT

BOOK 489 PAGE 757

In consideration of the sum of One Dollar & Other Considerations Dollars (\$1.00-----), and of the further agreements herein stated, the undersigned owner(s) of the real estate hereinafter described, his/her heirs, executors, administrators, successors and assigns, hereinafter called "Grantor," 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, electric transmission and distribution lines consisting of poles, pole 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:

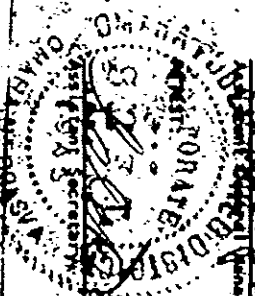
Lot Two (2), Block Sixteen (16), Loveland Addition to Douglas County, Nebraska, as surveyed, platted and recorded.

The area of the above described real estate to be covered by this easement shall be as follows: The North Seven feet (7') of said Lot Two (2), Block Sixteen (16), Loveland Addition, and containing 654.6 sq. ft.

1. District shall have the right of ingress and egress across the above easement, and for any other necessary and connection with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition, and 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 all trees and brush on said right-of-way or, when necessary, to effect entry 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 would come within 15 feet of the nearest electric line conductor may be topped. All refuse from such tree trimming shall be removed by the District.
3. District hereby agrees to pay the Grantor or lessee, as their interest may appear, for any damage to real and/or personal property, by reason of the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation, and removal of said electric lines.
4. Grantor may cultivate, use, and enjoy the land within the right-of-way provided that such use shall not, in the judgment 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 shall not allow any buildings, structures, combustible material or property, to remain or be placed upon the above described assessment area.
5. District shall have the right, at any time, to relocate or add additional electric transmission and distribution lines consisting of poles, pole 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 has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her 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 in triplicate this 12 day of May 1970.
OMAHA PUBLIC POWER DISTRICT

Helen M. Sheridan
Helen M. Sheridan



[Signature]
Assistant Secretary

Grantor

APPROVED:

ENGR. DEPT. W. E. Miller
DATE 5-15-70

LEGAL DEPT. RV
DATE 5/21/70

ACCT. DIV. ER
DATE 5/21/70

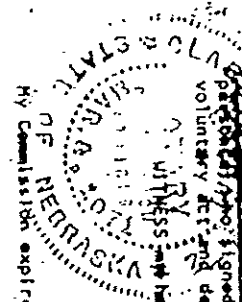
A.S. ENGR. [Signature]
DATE 5/14/70

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CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA
COUNTY OF Lincoln ss.

On this 12 day of May 1919 before me, the undersigned, a Notary Public in and for said County and State, personally appeared William W. Wheeler to me known personally to be the identical person who signed the foregoing instrument and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.



Witness my hand and Notarial Seal the date above written.
My Commission expires on the 4 day of March 1921.
William W. Wheeler
Notary Public

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

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, appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are _____ President and _____ Secretary respectively of _____ (a Corporation), that the Seal affixed to said instrument by the Seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.
WITNESS my hand and Notarial Seal the date above written.

My Commission expires on the _____ day of _____ 19____

Notary Public

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 _____ day of _____ 19____, recorded in the Recorder's Office of _____ County, Nebraska, in Book _____, page _____, the undersigned hereby consent(s) and join(s) in the granting to said District of the within and foregoing right-of-way agreement.
Dated _____

ACKNOWLEDGEMENT OF MORTGAGEE'S CONSENT

Form with fields for Name, Address, Date, and Notary Public information. Includes a 'RECEIVED' stamp from the Douglas County Register of Deeds dated 1919 MAR 28 AM 9:31.

Attn: J. J. Wiggins

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