

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 West One-half of the Northwest Quarter ($W\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-four (24), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

the area of the above described real estate to be covered by this easement shall be as follows: A strip of land One Hundred Seventy feet (170') in width, lying parallel to and adjacent to the South line of the West One-half of the Northwest Quarter ($W\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-four (24), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

FILED FOR RECORD 8-12-77 AT 9:11 P.M. IN BOOK 50 OF Misc Rec. 625
PAGE 682 Carl L. Henderson REGISTER OF DEEDS, SARPY COUNTY, NEB.

CONDITIONS:

- 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.
- 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.
- 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.
- 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.
- 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 or in violation of this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 20th day of July, 1977.

Henry F. Peters
Henry F. Peters

Bernice L. Peters
Bernice L. Peters

Keith A. Peters
Keith A. Peters

Louise Peters
Louise Peters

Kae S. Pavlik
Kae S. Pavlik

Duane Pavlik
Duane Pavlik

Kon R. Peters
Kon R. Peters

Virginia Peters
Virginia Peters

Ken E. Peters
Ken E. Peters

Kerel L. Henderson
Kerel L. Henderson

Carl Henderson
Carl Henderson

Transmission Engineer SEA Date 5-5-78 Land Rights and Services EDM Date 3/8/77
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.

EXHIBIT "A"

R. # 69771

50-682-7

STATE OF NEBRASKA
COUNTY OF SARPY

On this 20 day of JULY, 19 77,
before me the undersigned, a Notary Public in and for said County and State,
personally appeared Henry F. Peters and Bernice
L. Peters, husband and wife

personally to me known to be the identical person(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 the date above written.

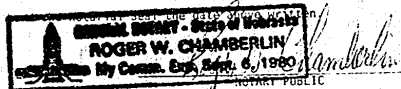
My Commission expires: September 19, 1978

STATE OF Nebraska
COUNTY OF Sarpy

On this 30 day of August, 19 77,
before me the undersigned, a Notary Public in and for said County and State,
personally appeared Kae S. Pavlik and Duane
Pavlik, wife and husband

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

Witness my



My Commission expires: Sept 6, 1980

STATE OF MONTANA
COUNTY OF BEAVERHEAD

On this 30 day of August, 19 77,
before me the undersigned, a Notary Public in and for said County and State,
personally appeared Ken E. Peters

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

Witness my hand and Notarial Seal the date above written.

Richard D. Ezell
NOTARY PUBLIC

My Commission expires: March 20, 1978

STATE OF Montana
COUNTY OF Beaverhead

On this 1st day of August, 19 77,
before me the undersigned, a Notary Public in and for said County and State,
personally appeared Keith A. Peters and Louise
Peters, husband and wife

personally to me known to be the identical person(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 the date above written.

My Commission expires: March 30, 1978

STATE OF Montana
COUNTY OF Beaverhead

On this 3rd day of August, 19 77,
before me the undersigned, a Notary Public in and for said County and State,
personally appeared Kon R. Peters and Virginia
Peters, husband and wife

personally to me known to be the identical person(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 the date above written.

My Commission expires: Nov 14, 1979

STATE OF Montana
COUNTY OF Yellowstone

On this 25 day of July, 19 77,
before me the undersigned, a Notary Public in and for said County and State,
personally appeared Kerel L. Henderson and Carl
Henderson, wife and husband

personally to me known to be the identical person(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 the date above written.

Debra M. Lempert
NOTARY PUBLIC

My Commission expires: 10/16/79