

E A S E M E N T

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The undersigned, hereinafter called "Grantor", hereby grants and conveys to OMAHA PUBLIC POWER DISTRICT, hereinafter called "District", its successors and assigns, a perpetual easement to construct, operate and maintain a double circuit steel tower electric transmission line(s), together with necessary footings, wires, and other fixtures and appliances, over, upon, along and above the property herein described, upon the terms and conditions set forth.

CONSIDERATIONS: One Thousand Two Hundred Eighty and no/100 Dollars (\$1,280.00).

PROPERTY DESCRIPTION:

Lot Five (5), Block One (1), Second platting First Addition to Sunnyslope, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

EASEMENT DESCRIPTION:

Beginning at the Southeast corner of said Lot Five (5); thence in a Southwesterly direction along the Southerly line of said lot a distance of Forty-three feet (43'), more or less; thence in a Northwesterly direction to a point on the Northerly line of said lot, said point being Thirty-three feet (33') more or less Southwest of the Northeasterly corner of said lot; thence in a Northeasterly direction along said Northerly line to the Northeasterly lot corner; thence in a Southeasterly direction along the Easterly line of said lot to the point of beginning. Above description also shown on the attached Exhibit "A" which is hereby made a part hereof.

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating, and maintaining said line (s) and equipment upon the property above described.

The Grantor hereby grants to the District, its successors and assigns, the permanent right, privilege and authority to cut down trees under or within above described easement area of the District's line (s), and to cut down or trim any trees or limbs of trees under or on either side thereof as would be a hazard to said lines in breaking off and falling over or against said line (s). All refuse or debris from such tree cutting and trimming shall be disposed of by the District.

The Grantor reserves the right to cultivate, use and occupy said land except that, without the prior written approval of the District, he shall not erect any structures, hay or straw stacks, or other objects, permanent or temporary or plant any trees within above described easement area of the said centerline.

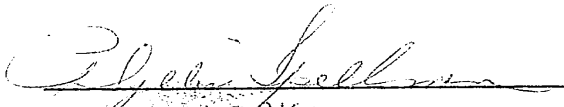
The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock, and other personal property of the Grantor and the District agrees to indemnify and save harmless the Grantor from any and all such damage and loss which may arise or occur to such property solely by reason of the District's negligence in the construction, operation and maintenance of said electric line.

This easement is binding on the heirs, executors, administrators and assigns of Grantor.

EXECUTED IN TRIPLICATE THIS 16 DAY OF December, 1966.

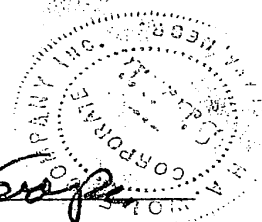
ATTEST:

H. A. WOLF COMPANY, INC.,
a Nebraska Corporation



GRANTORS Executive Vice President





ATTEST:

OMAHA PUBLIC POWER DISTRICT


Assistant Secretary


Assistant General Manager

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STATE OF Nebaska }
COUNTY OF Douglas } ss

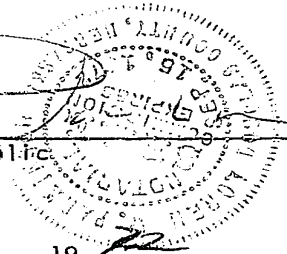
On this 16th day of December, 1966, before me the undersigned, a Notary Public in and for said County personally

came Howard M. Keeper,
Executive Vice-
President of H.A. Wolf Company, Inc.,

(a corporation), to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said County the day and year last above written.


Notary Public



My Commission expires the 15 day of SEPT, 1967.

R/W #13
1-19-65

APPROVED	DATE
<u>Pat Kay</u>	<u>2/28/67</u>
<u>Alfred C. Smith III</u>	<u>2/23/67</u>
<u>R.C. Leach</u>	<u>3/4/67</u>

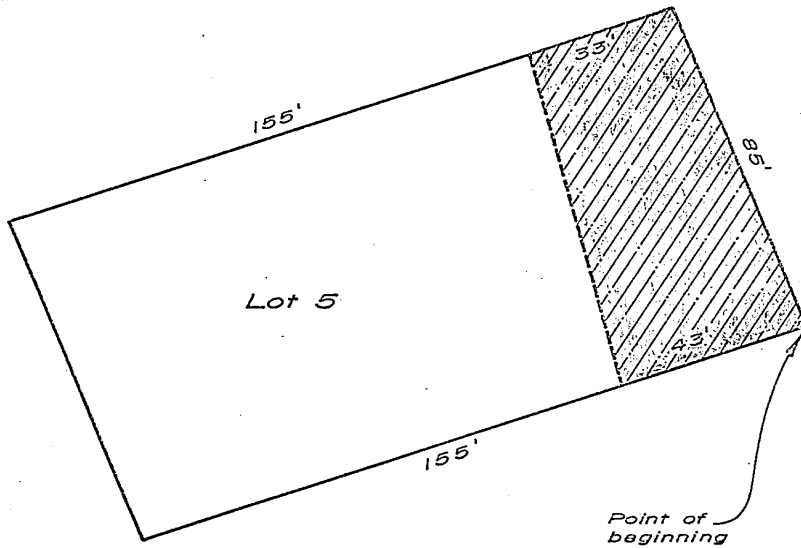
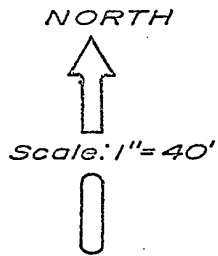


EXHIBIT "A"

Legal Description: Lot 5, Block 1, 2nd Platting 1st Addition to Sunnyslope, Douglas County, Nebraska

Owner: H.A.WOLF COMPANY, INC., a Nebraska Corporation

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THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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Handwritten signature

Omaha Public Papers
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