

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Harry Logeman and Arlene R. Logeman, husband and wife,

and the undersigned Tenant, _____

hereinafter called "Grantor(s), in consideration of the sum of Three Thousand Two Hundred/Eighty Dollars (\$3280), 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 Southeast Quarter (SE1/4) of Section Twenty-six (26), Township Sixteen (16) 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: A strip of land Two Hundred feet (200') in width, being One Hundred feet (100') on each side of and parallel to the following described reference line. Beginning at a point on the East line of said Southeast Quarter (SE1/4), One Thousand Five Hundred Fifty-six feet (1,556') North of the Southeast corner thereof; thence in a Southwesterly direction to a point of leaving located on the South line thereof, One Thousand Fifty-three feet (1,053') West of the aforesaid Southeast corner.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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 9 day of Sept, 1969.

OMAHA PUBLIC POWER DISTRICT

[Signature]
Assistant General Manager

ATTEST
[Signature]
Assistant Secretary

Harry Logeman
Harry Logeman

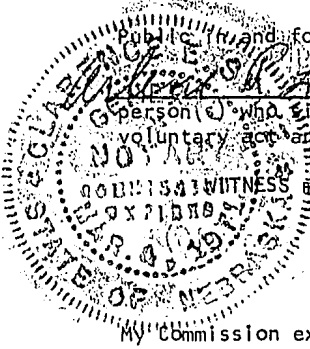
Arlene R. Logeman
Arlene R. Logeman

APPROVED		Grantor(s)	
ENGR. DEPT. <u>82069</u>	LEGAL DEPT. <u>[Signature]</u>	ACCT. DEPT. <u>E. C. [Signature]</u>	C. & S. ENGR. <u>[Signature]</u>
DATE <u>9-15-69</u>	DATE <u>9-15-69</u>	DATE <u>9/16/69</u>	DATE <u>9-12-69</u>

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 9 day of Sept, 19 69, before me, the undersigned, a Notary



Public and for said County and State, personally appeared Harry Rogeman and
Rogeman Husband and wife to me known personally to be the identical
person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be
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.

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 is the Seal of
said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknow-
ledged 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.

Notary Public

My Commission expires on the ___ day of ___, 19___.

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

STATE OF NEBRASKA)
COUNTY OF) ss.
On this 11 day of Sept, 19 69, before me, a Notary Public,
personally appeared

to me known to be the person(s) who is (or are) named herein and who executed the foregoing instrument, and
acknowledged that he executed the same as a voluntary act and deed.

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Notary Public

45-16-11

25-16-11

4 p mae