



BK 1401 PG 551-552



MISC 2001 15844

*unplatted,  
land  
south of orchard  
SW 190 Ave*

RICHARD M. TANECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

01 OCT -4 PM 2:22

RECEIVED

DIST  
Revised August 13, 2001

MISC 2  
FEE 16  
Doc # 21-6000  
BKP 1-14-11 C/O COMP  
DEL SCAN CR FV

**CL RIGHT-OF-WAY EASEMENT**

*Townhomes,*

**CELEBRITY HOMES, INC.**, Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

That portion of the Southwest Quarter (SW ¼) of Section 5, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, lying South and West of Cattail Creek Addition, Lots 329 through 430, inclusive.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

A strip of land as shown on Exhibit "A" on the reverse side hereof.

**CONDITIONS:**

Where the District's facilities are constructed the District shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, and together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').

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.

Where the District's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the District, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

Where the District's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to the District's facilities.

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 Owner(s) have executed this instrument this 22 day of August, 2001.

**OWNERS SIGNATURE(S)**

