

9-17-86

BOOK 791 PAGE 257

RIGHT-OF-WAY EASEMENT

I, Miracle Hills Joint Venture Owner(s)
We, of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Eighteen (18), Miracle Hills Park a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

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, referred to as "Grantee", 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:

See reverse side hereof of easement area.

RECEIVED

1986 OCT -7 AM 10:14

REC'D
RECORDS
DOUGLAS COUNTY, NEBR.

EX 791 N 89-497 KP C/O FEE 10.5-10.5
PG 257-258 N 89/404 DEL 111 MC Bel
OF Miracle COMPT F/B 1110-25085

1986 OCT 7 AM 10:14

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees 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, 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').
- (b) The Grantees 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.
- (c) Where Grantee'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 Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) Where Grantee'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 Grantee's facilities.
- (e) 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 parties hereto have signed their names and caused the execution of this instrument this 24th day of September, 19 86.

[Signature]
[Signature]

[Signature]
[Signature]

STATE OF

STATE OF Nebraska

COUNTY OF

COUNTY OF Douglas

On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County, personally came _____

On this 24 day of Sept, 1986, before me the undersigned, a Notary Public in and for said County and State, personally appeared

President of _____ personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

Shane L. Hays T. J. O'Connor
Jan F. Hays
Gregory L. Hays
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 at _____ in said County the day and year last above written.

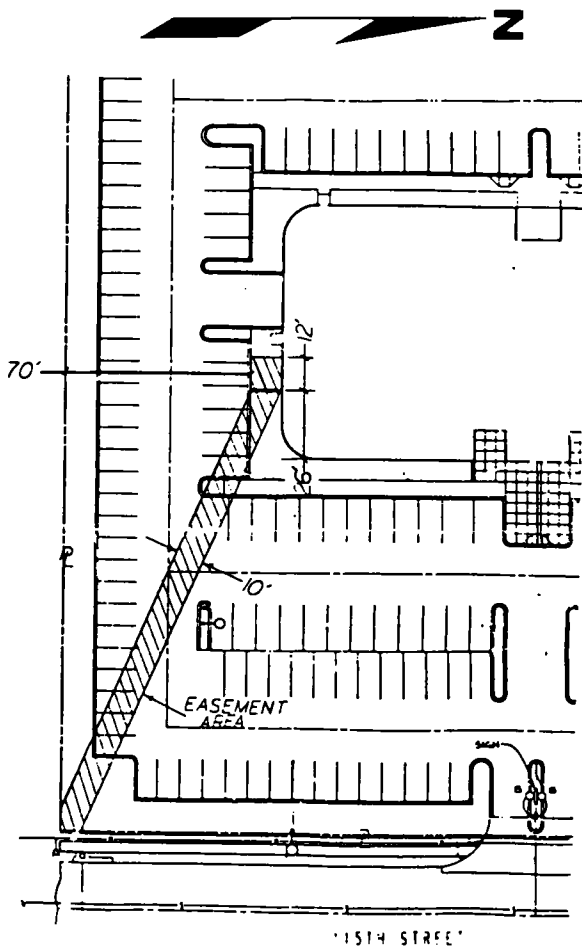
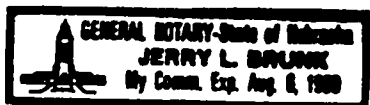
Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

Jerry L. Borkow
NOTARY PUBLIC

My Commission expires: _____

My Commission expires: Aug 6, 1989



RETURN TO:
OMAHA PUBLIC POWER DISTRICT
1623 HARNEY ST. - RM. 401
OMAHA, NE 68102.

Distribution Engineer W. Roberts Date 10-2-86 Property Management L.H. Date 10-1-86
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.
Section SW 17 Township 15 North, Range 12 East 1044 NORTH 115TH ST.
Salesman Horstman Engineer Rokicki Est. # 8601150 W.O. # 4745