

57-325

Distribution

RIGHT-OF-WAY EASEMENT

1. Prairie Corners Limited, A Nebraska Limited Partnership,  
We, By; George Goos, General Partner Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",  
939 Lots ~~1-4~~, Fifteen (15) thru Nineteen (19), Twenty-five (25), Twenty-eight (28),  
Twenty-nine (29), Thirty-one (31) thru Thirty-nine (39), Forty (40), Forty-three (43),  
thru Forty-five (45), Prairie Corners, an addition to Sarpy County, Nebraska, as  
surveyed, platted and recorded.

FILED SARPY CO., NE  
BOOK 57 OF Misc Rec 20<sup>50</sup>  
PAGE 325

1984 MAY 21 AM 11:10

*Carl P. Hebbel*  
REGISTER OF DEEDS

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:

A strip of land five feet (5') in width, lying adjacent to and parallel to the front (road side) lot line of the above referenced lots.

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 way 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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

*Prairie Corners Limited, a Nebraska Limited Partnership*  
by *George Goos, General Partner*

05141

57-325A

STATE OF  
COUNTY OF

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

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.

Witness my hand and Notarial Seal at \_\_\_\_\_  
\_\_\_\_\_ in said County the day and year  
last above written.

\_\_\_\_\_  
NOTARY PUBLIC

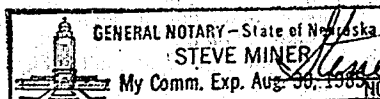
My Commission expires: \_\_\_\_\_

STATE OF Nebraska  
COUNTY OF Sarpy

On this 25th day of April, 19 84,  
before me the undersigned, a Notary Public in and  
for said County and State, personally appeared  
Prairie Corners Limited, A Nebraska Limited  
Partnership, By; George Goos, General  
Partner.

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.

 GENERAL NOTARY - State of Nebraska  
STEVE MINER  
My Comm. Exp. Aug. 30, 1985  
Steve Miner  
NOTARY PUBLIC

My Commission expires: Aug 30, 1985

Distribution Engineer Hester Date 5-1-84; Land & Facilities Management Bob Date 4/2/84.

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Section NE 1/4 26 Township 14 North, Range 11 East

Salesman Miner Engineer: D' Louhy Est. # 8303024 W.O. # 7186

Prairie Corners  
Partnership