

RIGHT-OF-WAY EASEMENT

I, Commercial Federal Savings and Loan Association Owner(s)  
we, of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Seventy-one (71), Georgetowne Replat II, an addition to Douglas County, Nebraska, as surveyed, platted and recorded, except that portion of said Lot Seventy-one (71) described as follows: Beginning at the Northeast corner of said Lot Seventy-one (71); thence Southeasterly for Two Hundred Sixty-five and fifty-three hundredths feet (265.53') along the Easterly line of said Lot Seventy-one (71); thence Westerly for One Hundred Twenty feet (120.0') along the South line of said Lot Seventy-one (71); thence Northwesterly for Two Hundred Sixty-five and fifty-three hundredths feet (265.53') parallel with the Easterly line of said Seventy-one (71) to the North line of said Lot Seventy-one (71); thence Easterly for One Hundred Twenty feet (120.0') along said North line to the point of beginning.

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:

The Easterly Fifteen feet (15') of the Northerly Fifty feet (50.0') of the above described real estate.

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 22nd day of October, 19 85.

\_\_\_\_\_ *Thomas M. Wehler*  
 \_\_\_\_\_ *Chief President & Asst. Secretary*

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

STATE OF  
COUNTY OF

On this 22nd day of October, 19 85,  
before me the undersigned, a Notary Public in and  
for said County, personally came  
Thomas M. Webster, Vice President and

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

Secretary  
of Commercial Federal S&L Assn.  
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  
his voluntary act and deed for  
the purpose therein expressed.

personally to me known to be the identical person(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 Omaha  
Nebraska in said County the day and year  
last above written.

Witness my hand and Notarial Seal the date above  
written.

Mary Ann Dynek  
NOTARY PUBLIC

NOTARY PUBLIC

My Commission expires: May 16, 1989

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



MARY ANN DYNEK  
GENERAL NOTARY-State of Nebr.  
My Comm. Exp. May 16, 1989

RECEIVED  
1985 OCT 28 PM 1:20  
GEORGE J. DUBELINICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

7767 MISSC B

755 VR 87/208 10-25-85  
683 11/12 87-189 MC BC  
Misc Comp 11 Comp BS

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

Distribution Engineer BLG Date 10-25-85 Property Management BLK Date 10/24/85  
Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Section SW 25 Township 15 North, Range 11 East  
Salesman Fisher Engineer Fisher Est. # 8502168 W.O. # \_\_\_\_\_