

Carl Brady and Dorothea Brady Owners

Lots One Hundred Twelve (112) through One Hundred Fifteen (115) and One Hundred Nineteen (119) through One Hundred Twenty-seven (127), Crescent Oaks, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

POOR INSTRUMENT FILED

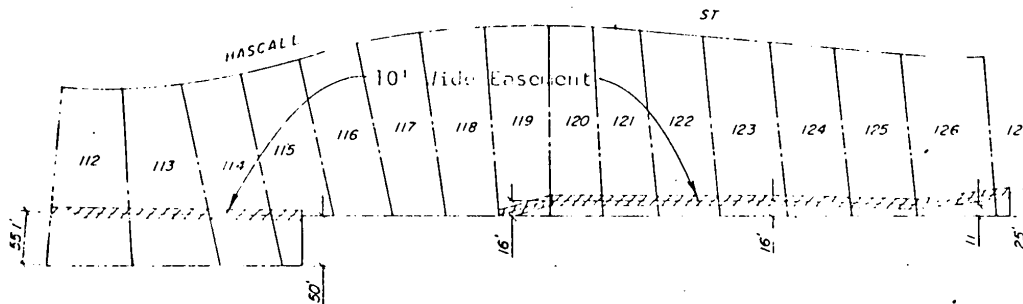
7 pages

RECEIVED
1980 OCT 15 AM 8:54
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

BOOK 640
PAGE 439
of Misc

Fee 6.25
Ind.
Comp.
86-478 etc

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:



85-150
86-477

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantee 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 Grantee 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 Grantee, 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 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____.

Carl A. Brady
Dorothea Brady

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: _____

Distribution Engineer B.D. Date 9/30/80 Land Rights and Services BAK Date 9/2/80
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.
Section 35 Township 15 North, Range 11 East Salesman M. Frame Engineer Dropinski Est. # 50137 W.O. # 4012

STATE OF _____
COUNTY OF _____

On this 24 day of Sept, 1980, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

Carl & Dorothea Brady

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 the date above written.

GENERAL NOTARY - State of Nebraska
JOSEPH JOHN VALENTI
My Comm. Exp. March 30, 1984

Joseph John Valenti
NOTARY PUBLIC

My Commission expires: Mar 30 1984