

RIGHT-OF-WAY EASEMENT

WALTER D. GREER Owner(s) of the real estate described below, and hereafter referred to as "Grantor(s)", 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:

LEGAL DESCRIPTION: PARCEL NO. 2 - A tract of land in the Southwest Quarter of the Southeast Quarter of Section 10, Township 15 North, Range 10 East of the Sixth P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Southwest Corner said Section 10; thence N0°37'50"E (assumed bearing) along the west line said Southwest Quarter Southeast Quarter 680.93 feet to the place of beginning; thence continuing on said west line 429.04 feet to a point 211.46 feet south of the Northwest Corner said Southwest Quarter Southeast Quarter; thence S89°54'24"E 528.67 feet; thence N0°05'36"E 211.46 feet to the north line said Southwest Quarter Southeast Quarter; thence S89°54'24"E along said north line 122.10 feet to the west line County Road No. 109-B right-of-way; thence along said right-of-way line S59°17'07"E 10.04 feet; thence on a 224.17 feet radius curve to the right, an arc distance of 211.73 feet, the chord which bears S32°13'42"E; thence S05°10'16"E 122.66 feet; thence N89°22'10"W 815.87 feet to the place of beginning.

CONDITIONS:

- (a) Where Grantee's facilities are constructed, Grantee shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentalities for the carrying and transmission of electric current for light, heat and power, including all services of the Grantee to the residence on the above described real estate, over, upon, along, above, under, in and across a strip of land sixteen feet (16') in width, being eight feet (8') on each side of the parallel to facilities as constructed by Grantee.
(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) Grantor, its heirs, successors or assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantee's facilities have been constructed.
(d) Grantee shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be.
(e) It is further agreed 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 or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee 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 24 day of August, 19 88.

Signature of Walter D. Greer

Distribution Engineer RLL Date 9-6-88 Property Management JH Date 9-7-88
Section SE 10 Township 15 North, Range 10 East
Salesman Scott Engineer Scott Est. # 8801723 W.O. # 9745

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMENT

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

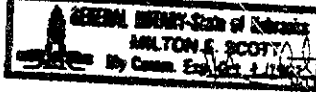
STATE OF NEBRASKA  
COUNTY OF DOUGLAS

On this 24 day of AUG., 1988,  
before me the undersigned, a Notary Public in and  
for said County and State, personally appeared

WALTER D. GREEN

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.



NOTARY PUBLIC

16185 Mike J.

RECEIVED  
088 SEP 28 PM 4:05  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

BK 863 N 10-15-10 C/O \_\_\_\_\_ FEE 10.50  
41-412 19-15-10 198 MC B  
of Mike COMPI J/S 0-0000

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

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