

DEED RECORD#141

RIGHT-OF-WAY EASEMENT

I, LYMAN RICHEY SAND & GRAVEL CORPORATION Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",  
The East One-half (E $\frac{1}{2}$ ) of Section (7), Township Thirteen (13) North, Range Ten (10),  
East of the 6th P.M., Saunders County, Nebraska. *PLANTING to Ashland*

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 Twenty-four feet (24') in width, being Twelve feet (12') on each side of and parallel to facilities as constructed by Grantee.

SAUNDERS CO. NEBRASKA  
Entered in NUM INDEX  
Register of Deeds Oct.  
1-5 19 84 at 8A M  
In Bk 141 Pg 908  
of DEEDS

30/  
Rec  
Ind.   
Comp

Register of Deeds  
By *Clark*

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 14 day of DECEMBER, 19 83.

*[Signature]*

*[Signature]*

**LYMAN RICHEY SAND & GRAVEL CORPORATION**  
**Robert R. Parsons**  
Vice President, Secretary & Treasurer

STATE OF  
COUNTY OF

STATE OF  
COUNTY OF

X On this 14th day of December, 1983,  
before me the undersigned, a Notary Public in and  
for said County, personally came George R.

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

Bathic  
President of Lyman-Richey Sand & Gravel Corporation  
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  
Neb. in said County the day and year  
last above written.

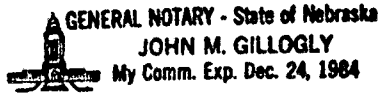
Witness my hand and Notarial Seal the date above  
written.

John M. Gillogly  
NOTARY PUBLIC

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

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

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



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

Distribution Engineer 12-19-83 Date RSC; Land & Facilities Management SKK Date 12/16/83.  
Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
Section E 1/2 7 Township 13 North, Range 10 East  
Salesman Craven Engineer Craven Est. # 8302198 W.O. # 6934