

RIGHT-OF-WAY EASEMENT

I, Benchmark Homes, Inc. Owner(s)  
we, of the real estate described as follows, and hereafter referred to as "Grantor",

(Lots Nine (9) through Seventeen (17), inclusive, Linden Place, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.)

SEE SEC - - -

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 South Eight feet (8') of the North Twenty-four feet (24') of said Lots Nine (9) through Seventeen (17).

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

[Signature]  
\_\_\_\_\_  
President, Benchmark Homes, Inc.

STATE OF Nebraska  
COUNTY OF Douglas

On this 21st day of August, 19 84,  
before me the undersigned, a Notary Public in and  
for said County, personally came

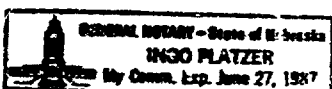
Jack Czervinski  
President of Benchmark Homes, Inc.

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.

Witness my hand and Notarial Seal at Omaha,  
Nebraska in said County the day and year  
last above written.

Ingo Platzer  
NOTARY PUBLIC

My Commission expires: June 27, 1987



RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
1023 HARVARD STREET  
OMAHA, NE 68102

STATE OF  
COUNTY OF

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

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.

NOTARY PUBLIC

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

RECEIVED

1984 SEP -4 AM 10:51

CLERK OF DISTRICT  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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of 5

Fee 16.50

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Comped

11-14-11  
11-14-11

Distribution Engineer RSD Date 8-27-84; Land & Facilities Management RLW Date 8/27/84

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

Section N11 Township 14 North, Range 11 East

Salesman K. Horwath Engineer K. Lewis Est. # 8400452 W.O. # 8038