OPPD Form No. 1-75-1 Rev. 3/83

BOOM' 807 PAGE 28

Distribution

1-19-87

RIGHT-OF-WAY EASEMENT

Í,	Column the Home of	Owner(s)
We.	Celebrity Homes Inc.	Owner(5)
of	the real estate described as follows, and hereafter referred to as "Grantor",	

Lots Ten (10) and Eleven (11), Stonehenge Addition as surveyed, platted and recorded in Douglas County, Nebraska.

in consideration of the sum of One Dollar 'SI.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:

See sketch on the reverse side hereof for easement areas.

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SEL 2: 00 867 //- CFP

11.00

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 the country, 19 57.

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	STATE OF TOWARD NOT
j	[COUNTY OF 1/02/04/2
	On this add day or and a Notary Public in and before me the understand, a Notary Public in and
_ Owner(s)	for said County personally came for said County and State, personally appeared
	President of CHOMPHY LAME! INC.
	personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) personally to me known to be the identical person(s) personally to me known to be the identical person(s) and who acknowledged the execution thereof to be and who acknowledged the execution thereof to be
	and who acknowledged the execution thereor to be and who acknowledged the execution thereor to be and who acknowledged the execution thereor to be
	the purpose therein expressed. the purpose therein expressed.
	Witness my hand and Notarial Seal at Witness my hand and Notarial Seal the date above written.
	in said County the day and year written.
	Debrah Li Brakins
!	NOTARY PUBLIC NOTARY PUBLIC
is hereby	My Commission expires: 4-9-89 My Commission expires:
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	8 7
ument	Distribution Engineer $\frac{2}{2}$ Cate $\frac{2-11-87}{2}$ Property Management $\frac{2}{2}$. Date $\frac{2-2-87}{2}$.
	Recorded in Misc. Book Noat Page Noon theday of, 19
	Section NE 1 14Township 15 North, Range 11 East
	Salesman Fisher Engineer Keating Est. # 8600573 W.O. # 4700