CONDITIONS:

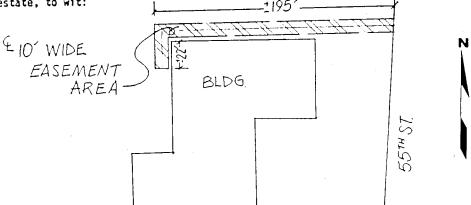
BOOK 778 PAGE 279

RIGHT-OF-WAY EASEMENT

I, Jim Barp Chrysler-Plymouth Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

That part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 14 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at a point 140.3 feet North of the Southwest corner and on the West line of said Southeast Quarter of the Northwest Quarter of Section 6, thence continuing North along the West line of said Southeast Quarter of the Northwest Quarter of Section 6, for a distance of 409.97 feet; thence East 453.69 feet along a line 549.11 feet North of and parallel with the South line 549.11 feet North of and parallel with the South line of said Southeast Quarter of the Northwest Quarter of Section 6; thence South 450 feet along a line 866.85 feet West of and parallel with the East line of said Southwest Quarter of the Northwest Quarter of Section 6; thence West 294.79 feet along a line 100 feet North of and parallel with the West line of said Southeast Quarter of the Northwest . . . continued on the reverse side hereof

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) 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 partie	s hereto have signed	their names ar	nd caused the execution	of this instrument
this <u>2nd</u> day of <u>June</u>	, 19	86		
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COUNTY OF	COUNTY OF		
On this 2nd day of June, 1986, before me the undersigned, a Notary Public in and for said County, personally came Jim Earp	On thisday of, 19, before me the undersigned, a Notary Public in and for said County and State, personally appeared		
President of	n		
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.		
the purpose therein expressed.	tile purpose therein expressed.		
Witness my hand and Notarial Seal at Omaha Douglas in said County the day and year last above written.	Witness my hand and Notarial Seal the date above written.		
NOTARY PUBLIC	Lol NOTARY PUBLIC		
GENERAL NOTARY-State of Nationals	My Commission expires:		
LEGNARD A. HCLOUBER The My Conm. Exp. Dec. 13, 1557			
legal description continues Quarter;	thence West 160 feet along a line 140 feet		
North of and aprallel with the South line Quarter of Section 6 to the point of begin	or said Southeast Quarter of the Northwes ming.		
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TURN TO: 13 HARNEY ST RM. 401	- /		
TURN TO: AHA PUBLIC POWER DISTRICT BARNEY ST RM. 401 AHA, NE 68102	LIME BO		
TURN TO: AHA PUBLIC POWER DISTRICT BAHA, NE 68102 Distribution Engineer AM Date 6-6-86	Property Management Roll Date 46/86		
TURN TO: AHA PUBLIC POWER DISTRICT 3 HARNEY ST RM. 401 AHA, NE 68102 Distribution Engineer AS Date 6-6-86	Property Management Abl Date 46/80 on theday of		