

RIGHT-OF-WAY EASEMENT

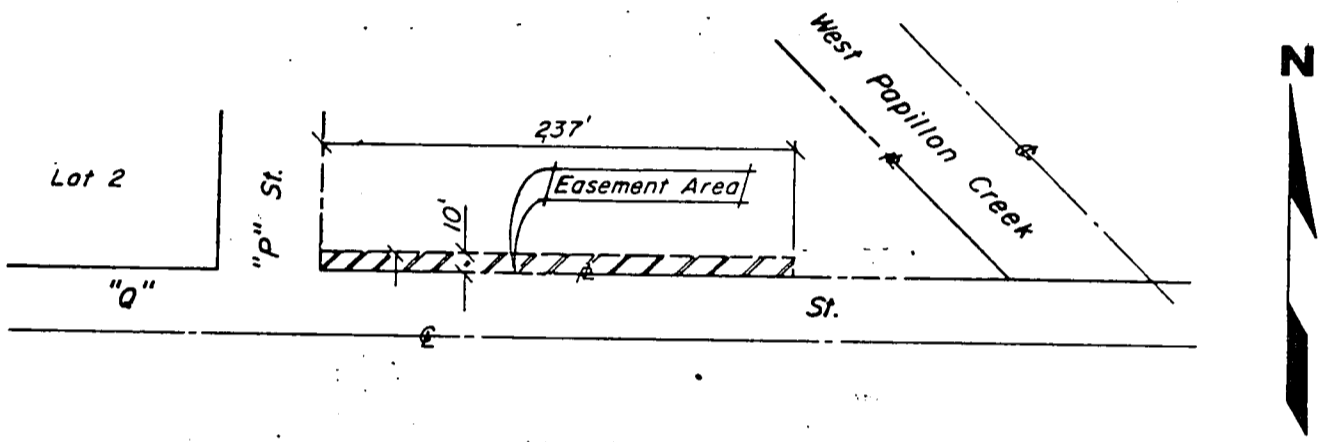
POOR INSTRUMENT FILED

I, LANDMARK PLAZA INC by Ralph E. Tetrick JR Pres Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section One (1), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska, lying west of the Papillion Creek.

RECEIVED AUG 26 AM 8:34  
C. HARVEY JENSEN  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.  
Book 638 Page 57 of Main  
Fee 3.85 Index Comper N 1-14-11

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:



CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of cables and other instrumentalities within a strip of land as indicated above.
(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 15 day of August 19 80

Millard Tetrick
Ralph E. Tetrick Jr. Pres

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 15 day of August, 19 80, before me the undersigned, a Notary Public in and for said County, personally came RALPH E. TETRICK JR.

President of LANDMARK PLAZA 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.

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 at Millard Nebraska said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

Cecil V. Johnson
NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
CECIL V. JOHNSON
My Comm. Exp. Nov. 19, 1982

My Commission expires: 19 November 1982

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

Distribution Engineer S.G.S. Data Super; Land Rights and Services EOR Data Super

Recorded in Misc. Book No. \_\_\_ at Page No. \_\_\_ on the \_\_\_ day of \_\_\_ 19 \_\_\_
Section 1 Township 14 North, Range 11 East Salesman \_\_\_ Engineer DOTI Est. # M.O. #7050