



MISC 2003228636

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



NOV 26 2003 12:43 P 2

RECEIVED

DIST
November 24, 2003

Doc.#

RIGHT-OF-WAY EASEMENT

Mason Apartments, LTD.

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

The South Thirty-eight feet (S38') of Lots Thirty-nine (39) and Forty-six (46), Redick's 2nd Addition, an Addition to the City of Omaha, Douglas County, Nebraska.

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, hereafter referred to as "District", 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 reverse side hereof for sketch of easement area.) 2

misc 11.00 FB 23 32320
 FEE 11.00 FB 23 32320
 BKP _____ C/O _____ COME [Signature]
 B 2 DEL _____ SCAN _____ FV _____

CONDITIONS:

Where the District's facilities are constructed the District 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, and 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').

The District 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.

Where the District'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 District, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

Where the District'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 the District's facilities.

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 Owner(s) have executed this instrument this 26th day of November, 2003.

OWNERS SIGNATURE(S)

Cindy Roach

RETURN TO: Assistant Manager
 OMAHA PUBLIC POWER DISTRICT
 % Right of Way GW/EP1
 444 South 16th Street Mall
 Omaha, NE 68102-2247

CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA

STATE OF _____

COUNTY OF DOUGLAS

COUNTY OF _____

On this 26 day of NOVEMBER, 2003, before me the undersigned, a Notary Public in and for said County, personally came

On this _____ day of _____, 2003, before me the undersigned, a Notary Public in and for said County and State, personally appeared

CINDY ROACH
ASSISTANT MANAGER
President of MASON APARTMENTS
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 A 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 the date above written.

Witness my hand and Notarial seal the date above written.

Randy J. DeGeorge
NOTARY PUBLIC

NOTARY PUBLIC

