

RIGHT-OF-WAY EASEMENT

BOOK 650 PAGE 661

1. MILLER LAND AND CATTLE COMPANY Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

The Southeast Quarter (SE1/4) of Section Thirty (30), Township Sixteen (16) North, Range Ten (10), East of the 6th P.M., Douglas County, Nebraska.

43 Meas

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C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 650
Page 661
of 43 Meas

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Index
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30-16-10

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 prescribed real estate, to wit:

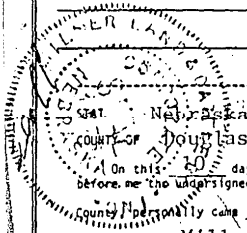
A strip of land Ten feet (10') in width to provide for the installation of costumers service.

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 way 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 10th day of April, 1981.

[Signature]



On this 10th day of April, 1981, before me the undersigned, a Notary Public in and for said County, personally came Ed Miller

President of Miller Land and Cattle Company, 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, Nebr. in said County on this day and year as above written.

D. G. WILWERDING
My Comm. Exp. Sept 26, 1984
NOTARY PUBLIC

My Commission expires: 9/26/84

Distribution Engineer *[Signature]* Date 4-21-81 Land Rights and Services *[Signature]* Date 4/21/81

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____ 19____
Section 30 Township 16 North, Range 10 East Salesman Clausen Engineer Clausen Est. 8100505. 8468

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.

My Commission expires: _____
NOTARY PUBLIC