

RIGHT-OF-WAY EASEMENT

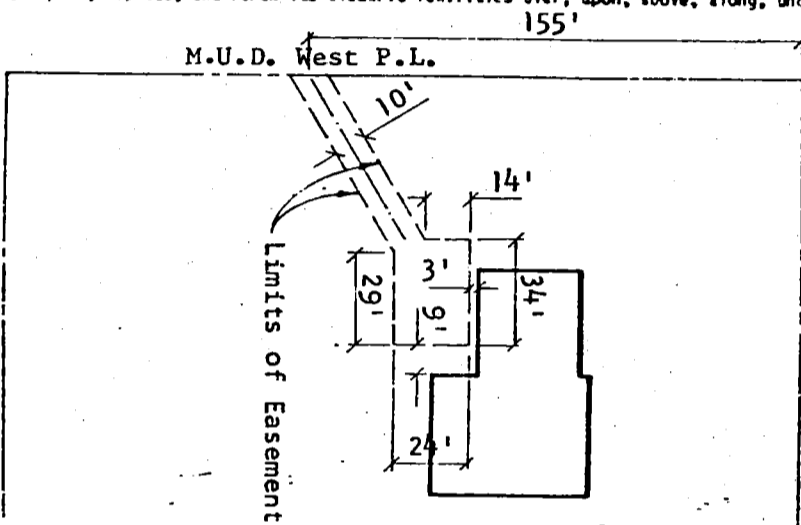
56-80

I, METROPOLITAN UTILITIES DISTRICT OF OMAHA, a municipal corporation,

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

The South Two Hundred Fifty feet (250.0') of the North Two Hundred Eighty-three feet (283.0') of the West Two Hundred feet (200.0') of the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section Fourteen (14), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy 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, 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:



RECORDED BY CO., NE 325
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FEB 15 AM 11:28
REGISTER OF DEEDS

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 4th day of February, 1983

METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, GRANTOR

BY: Robert W. Bell
ROBERT W. BELL, General Manager

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss

On this 4th day of February, 1983, before me the undersigned, a Notary Public in and for said State, personally appeared Robert W. Bell, General Manager of Omaha Metropolitan Utilities District,

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. in his capacity as said General Manager and on behalf of the said District.

Witness my hand and Notarial Seal at Omaha, Nebraska in said County the day and year last above written.

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.

GENERAL NOTARY - State of Nebraska
RANDALL W. OWENS
My Comm. Exp. Dec. 22, 1989

Randall W. Owens
NOTARY PUBLIC

My Commission expires: _____

My Commission expires: _____

Distribution Engineer HA Date 2/11/83; Land Rights and Services JKK Date 2/11/83

01311

Recorded in Misc. Book No. 14 at Page No. 12 on the _____ day of _____, 19____
Section _____ Township _____ Range _____ East Section J. Wilson - Street G. Street No. 8201773