

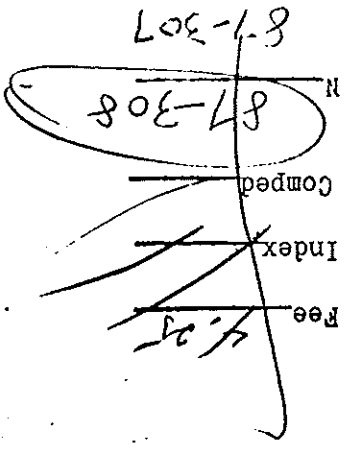
RIGHT-OF-WAY EASEMENT

1. Ponca Hills Development Inc. Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor".

Lots One (1) thru Five (5), High Point Place, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

RECEIVED  
1982 OCT - 1 AM 10:53  
RECORDED AS COUNTY RECORDS  
RECORDED AS COUNTY RECORDS

Book 677 Page 697  
of Maps



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 OKMHA 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 strip of land Twenty feet (20') in width, lying adjacent to and parallel to the front (Street side) lot lines of said Lots One (1) thru Five (5), High Point Place

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 10 day of Sept, 1982.

Ponca Hills Development  
J. Madsen, Pres

STATE OF Nebr  
COUNTY OF Boyd  
On this 10 day of Sept, 1982  
before me the undersigned, a Notary Public in and for said County, personally some

President of Ponca Hills Development  
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 in said County the day and year last above written.

John M. Dempsey  
NOTARY PUBLIC  
GENERAL NOTARY - State of Nebraska  
My Comm. Exp. Nov. 17, 1985

My Commission expires: \_\_\_\_\_  
Distribution Engineer: John M. Dempsey Date 9/10/82 and rights and Services Boyd Date 9/10/82 9910 FLORENCE HEIGHTS  
Recorded in Misc. Book No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Section 17 Township 16 North, Range 13 East, Section W. Boyd Engineer S. Rokicki, 8100370, 8539