

OPI No. 1-75-1  
12-1-83 Rev. 3/83

DEED RECORD#141  
RIGHT-OF-WAY EASEMENT

Owner(s)

I, LYMAN RICHEY SAND & GRAVEL CORPORATION  
of the real estate described as follows, and hereafter referred to as "Grantor",  
The East One-half (E $\frac{1}{2}$ ) of Section (7), Township Thirteen (13) North, Range Ten (10),  
East of the 6th P.M., Saunders County, Nebraska. *PLANT No 6 Ashland*

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:

A strip of land Twenty-four feet (24') in width, being Twelve feet (12') on each side of and parallel to facilities as constructed by Grantee.

SAUNDERS CO. NEBRASKA  
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Register of Deeds  
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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 contra to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 14 day of DECEMBER, 19 83.

*[Signature]*  
*Robert R. Parsons*

**LYMAN RICHEY SAND & GRAVEL CORPORATION**  
**Robert R. Parsons**  
Vice President