

RIGHT-OF-WAY EASEMENT

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I, ANTHONY WISH + LARMA WISH HUSBAND + WIFE Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Part of Lot 242, in Ponderosa, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Beginning at the Southwest corner of Lot 243 in Ponderosa also being on the North right-of-way of Harrison Street; thence North 89°15'57" West (an assumed bearing) for 423.02 feet along the North right-of-way of Harrison Street to the Southeast corner of Lot 631 in Ponderosa; thence Northeasterly on a curve to the right (radius being 120.00 feet) for 155.00 feet arc distance (chord bearings North 37°57'47" East, chord length 144.32 feet) along the Southeasterly property lines of Lots 631 and 632, in Ponderosa; thence North 39°57'50" East for 399.42 feet along the Southeasterly property lines of Lots 632 through 635 to the Southeast corner of Lot 614, also being on the Northerly right-of-way of Hayes Street, all in Ponderosa; thence North 57°33'46" East for 372.57 feet along the Southeasterly property lines of Lots 614 through 616 all in Ponderosa to the West right-of-way of 72nd Street; thence South for 369.67 feet along the West right-of-way at 72nd Street to the Northeast corner of Lot 243 in Ponderosa; thence West for 231.69 feet to the Northwest corner of Lot 243 in Ponderosa; thence South 00°44'03" West for 257.01 feet to the Southwest corner of Lot 243 in Ponderosa, also being the point-of-beginning. Subject to covenants, conditions, easements and restrictions of record; real estate taxes pro/rated as of this date.

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:

See reverse side hereof for easement area.

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 Grantee, 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 24 day of July, 19 86.

STATE OF: . . .

COUNTY OF

On this _____ day of _____, 19____
before me the undersigned, a Notary Public in and
for said County, personally came _____

President of _____

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
_____ voluntary act and deed for
the purpose therein expressed.

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

NOTARY PUBLIC

My Commission expires: _____

STATE OF

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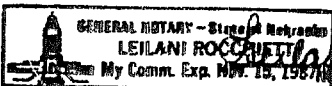
COUNTY OF

On this 25 day of July, 1986
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

Anthony Walsh & Lolima Walsh
Rosales & Wife

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.

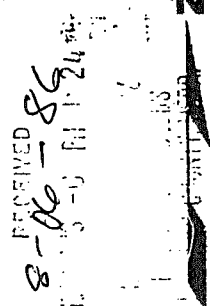


Leilani Rocchetti
NOTARY PUBLIC

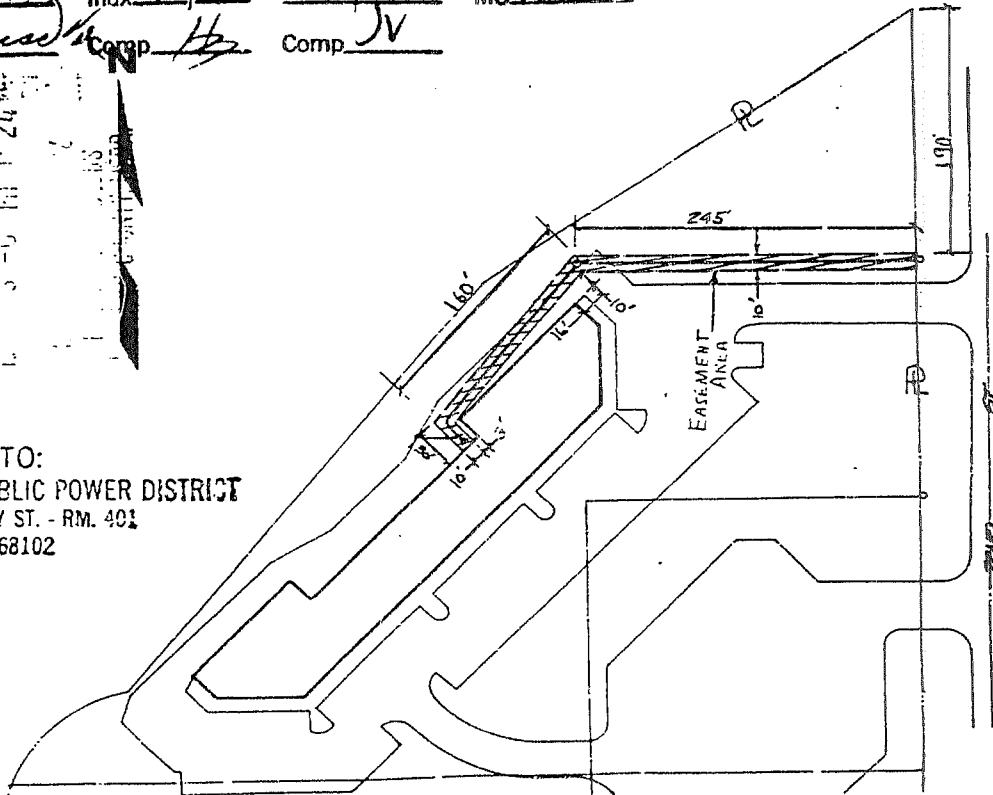
My Commission expires: 11-15-87

dx 784 Del ✓ N 77A-143 Fee 10.50
PG 480.481 Indx 11 77A MC B.C
OF Misc Comp H Comp JV

14884 MISC



RETURN TO:
OMPHA PUBLIC POWER DISTRICT
1623 HARNEY ST. - RM. 401
OMAHA, NE 68102



Distribution Engineer R.R. Date 8-4-86 Property Management J.H. Date 7-29-86
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section SE 11 Township 14 North, Range 12 East
Salesman Rosales Engineer Rosales Est. # 8601374 W.O. # 5380