

RIGHT-OF-WAY EASEMENT

I, Greater Omaha Corporation - Wm. M. Moore Executive Vice President Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",

~~Kountze Reserve, being a replatting of Blocks Twenty-one (21) and Twenty-eight (28), Kountze Place, an addition to the City of Omaha, Douglas County Nebraska, together with vacated Lothrop Street adjacent thereto.~~

Lots 1 through 50, the Horizon, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas 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:

A strip of land Fifteen (15') in width, lying adjacent to the East line of the above described real estate.

RECEIVED

1981 DEC -3 AM 8:45

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

Book 663  
Page 560  
of Misc

Fee 15.50  
Index ✓  
Comped ✓  
87-30 Site  
87-325

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 16 day of November, 1981.

Wm. M. Moore  
Executive Vice President

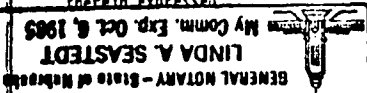
STATE OF  
COUNTY OF

STATE OF  
COUNTY OF

On this 16 day of November, 19 81,  
before me the undersigned, a Notary Public in and for said  
County, personally came Wm. M. Moore, Executive Vice-  
President of Greater Omaha Corporation  
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.

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.



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

Linda A. Seastedt  
NOTARY PUBLIC

NOTARY PUBLIC

My Commission expires: 10/6/85

My Commission expires: \_\_\_\_\_

Distribution Engineer HT Date 11-18-81; Land Rights and Services SM Date 1/18/81

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_  
Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East Salesman Chick Engineer D' Louhy Est. 8100832.0, 9071

Johnson

The Horizon  
Florence Blued & Spencer