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REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

00 APR -5 AM 8:47

RECEIVED

BKUG  
March 2, 2000

FEE 10<sup>50</sup> FB \_\_\_\_\_  
 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_  
 DEL \_\_\_\_\_ SCAN dc FV \_\_\_\_\_

Doc.# \_\_\_\_\_

### TEMPORARY RIGHT-OF-WAY EASEMENT

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

Part of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) and part of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) located in Section Two (2), Township Fifteen (15) North, Range Eleven (11) East of the 6th P.M., 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, hereafter referred to as "District", a Temporary right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

(See reverse side hereof for sketch of Approximate Easement location.)

#### CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

**This Temporary easement shall terminate once the property has been platted and recorded.** In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/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 Owner(s) have executed this instrument this 13 day of March, 2000.

#### OWNERS SIGNATURE(S)

CELEBRITY HOMES, INC.  
GALE L. LARSEN, PRESIDENT

*Gale L. Larsen*

RETURN TO: < COMPLETE ACKNOWLEDGEMENT ON REVERSE SIDE HEREOF >  
 OMAHA PUBLIC POWER DISTRICT  
 % Right of Way 6W/EP1  
 444 South 16th Street Mall  
 Omaha, NE 68102-2247

**CORPORATE ACKNOWLEDGMENT**

STATE OF Nebraska

COUNTY OF Douglas

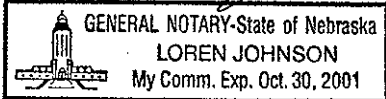
On this 13 day of March, 2000, before me the undersigned, a Notary Public in and for said County, personally came

Gabe L. Larsen

President of Celebrity Homes, Inc. 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 the date above written.

Loren Johnson  
NOTARY PUBLIC



**INDIVIDUAL ACKNOWLEDGMENT**

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.

NOTARY PUBLIC

