

m

Paramount Designs
215 N. main
Fremont, NE 68025

USWC - R/W FORM #3
REVISED 11-93

R.O.W. # 19647
JO 32B5065

US WEST COMMUNICATIONS, INC.
-EASEMENT-
(BURIED AND UNDERGROUND FACILITIES)

The Undersigned Owner(s) of an interest in the Real Estate described below (Hereinafter called "Owner") hereby grant(s) and convey(s) to US West Communications, Inc., A Colorado corporation, whose address is 910 North 43RD Avenue, Omaha, Nebraska, its associated and allied companies, its and their respective successors, assigns, lessees and agents (Hereinafter called "Company"), in consideration of the sum of Three Hundred and NO/100 Dollars (\$300.00) received from the company and of the agreements stated below, a Right-of-Way and easement to install, construct, operate, maintain, replace, and remove such communications systems as the company may from time to time require. Said communications systems may consist of buried cables, conduit, and manholes, which will be installed, maintained, reinforce, or removed as the company may deem necessary for the purpose of exercising the rights herein granted, including rights of ingress and egress, upon, under, across, over and through the following described real estate located in the County of Douglas, State of Nebraska. More specifically described as: 220 South 163rd St.

A strip of land 5' wide adjacent and parallel to the northerly line of Lot 215 Pacific Meadows 2nd Addition. Sod to be placed on trench line and no above ground structure is to be placed on this line.

The company agrees to install all facilities designed for underground installation at sufficient depth so as to not interfere with owner's present normal usage of the land, and to pay for all damage to owner's property arising from the company's exercise of the rights herein granted.

Any claim, controversy or dispute arising out of this agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitration may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Signed this 20th day of June, 1994.

Witness _____ Owner Frank J. Nabity
Frank J. Nabity 507-26-0229
Edith V. Nabity
Edith V. Nabity 502-221-4917

ACKNOWLEDGMENT

State of Nebraska) SS
County of Douglas)

On this the 20th day of June, 1994, before me, Jaclyn Lago, the undersigned officer, personally appeared Frank J. & Edith V. Nabity known to me or satisfactorily proven to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged that _____ executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

Jaclyn Lago
Notary Public



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LEGAL PG SCAN FV

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GEORGE A. BROWN
REGISTERED CLERK
DUGLAS COUNTY, NE

Pacific Meadows 2nd add

Plat and Dedication
Filed 7-25-89, in Book 1854 at Page 440, Instrument No. _____

- Grants a perpetual easement in favor of
- Omaha Public Power District,
U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance
on, over, through, under and across
or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;
an 8 foot wide strip of land abutting the rear boundary line of all interior lots;
and a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a 5 foot wide strip of land
abutting all cul-de-sac streets.

Any additional info,

- Declaration of Covenants, Conditions, Restrictions and Easements,
Restrictive Covenants
Protective Covenants
or

Filed 8-7-89, in Book 894 at Page 594, Instrument No. _____

- Omaha Public Power District,
U.S. West Communications
- Northwestern Bell Telephone Company
- and any cable company granted a cable television franchise system,
and /or

for utility, installation and maintenance
on, over, through, under and across
or

a 8 foot wide strip of land ^{adjoining rear} abutting the ~~front~~ and the side boundary lines of all lots;
an _____ foot wide strip of land abutting the rear boundary line of all interior lots;
and a _____ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District _____ for utility,
installation and maintenance on, through, under and across a _____ foot wide strip of land
abutting all cul-de-sac streets.

Does it include the Following?? Homeowners Association Yes or No. (Circle One)

Does it include the following ?? Possible Telephone Connection Charge Yes or No (Circle One)

Any additional info.

- Easement Right of Way 1st, 2nd 3rd or _____ Amendment to _____
Dated 9-26-89 Filed 10-19-89, Book 902 at Page 277, Instrument No. _____

To construction operated - maintain, replace
and removed it underground electric
facilities Copy

BOOK 894 PAGE 594

DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LOTS 31 THROUGH 51 INCLUSIVE,
LOT 58, LOTS 150 THROUGH 175 INCLUSIVE,
AND LOTS 194 THROUGH 258 INCLUSIVE,
PACIFIC MEADOWS 2ND ADDITION

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THIS DECLARATION, made on the date hereinafter set forth by PACIFIC MEADOWS II LIMITED PARTNERSHIP, a Nebraska Limited Partnership, hereinafter referred to as the "Declarant",

GEORGE J. DUGLEWICZ
REGISTERED PROFESSIONAL
SURVEYOR
DUBLINO, NEBR.

WITNESSETH:

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.C. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots and the other lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each owner thereof and the owners of all other lots in the Properties.

ARTICLE I
DEFINITIONS

- A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- B. "Properties" shall mean and refer to all lots, including cutlots, in Pacific Meadows 2nd Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.
- C. "Lot" shall mean and refer to Lots 31 through 51 inclusive, Lot 58, Lots 150 through 175 inclusive, and Lots 194 through 258 inclusive, all in Pacific Meadows 2nd Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.
- D. "Declarant" shall mean and refer to PACIFIC MEADOWS II LIMITED PARTNERSHIP, a Nebraska limited partnership, its successors or assigns.
- E. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, its successors or assigns.

ARTICLE II
ARCHITECTURAL CONTROL

- A. No dwelling, fence, other than fences constructed by Declarant, wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.
- B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain earthtone hues will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

E. No trees shall be removed from Lots 36-44 inclusive and Lots 232-240 inclusive unless and until a plan for the removal thereof has been submitted to and approved by the Architectural Control Committee.

ARTICLE III RESTRICTIONS FOR SINGLE FAMILY RESIDENTIAL DWELLINGS

A. The Lot shall be used only for single family residential dwelling purposes, and no Lot shall contain more than one (1) detached single family dwelling.

B. No building shall be created, altered, placed or permitted to remain on any Lot other than the one (1) detached, single family dwelling referred to above, and said dwelling shall conform to the following minimum requirements:

1. One-story house with attached garage 1,300 sq. ft. On the main floor, exclusive of garage area (garage must be approximately at the same level as the main floor)
2. One-story house with basement garage 1,400 sq. ft. On the main floor
3. One and one-half and two-story houses 1,800 sq. ft. Total area above the basement level; minimum 1,000 sq. ft. on the main floor
4. Split entry (bi-level) house 1,500 sq. ft. On the main floor
5. Tri-level (split level) house 1,700 sq. ft. Total area above grade

C. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls, and does not include porches, stoops, breezeways, courtyards, patios, decks, basements, garages or carports. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one side, and essentially below grade on the other three (3) sides. All dwellings shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain area of not less than four hundred (400) square feet.

D. All buildings on all Lots shall comply with the set back requirements of the Zoning Code of the City of Omaha as the same may be amended from time to time.

E. Exposed portions of the foundation on the front of each dwelling are to be covered with clay-fired brick or stone even if a portion of those exposed foundations may be perpendicular, or nearly so, to the affronting street. Exposed portions of the foundation on the side of each dwelling facing the street, when said dwelling is located on a corner Lot, are to be similarly covered with clay-fired brick or stone. Exposed portions of the foundation on the sides or rear not facing a street of a dwelling located on a corner Lot, and the exposed portion of the foundation on the sides and rear of every other dwelling shall be covered with clay-fired brick, stone, siding or shall be painted.

F. In the event that a fireplace is constructed as a part of a dwelling on any Lot, except a corner Lot, and said fireplace and/or the enclosure for the fireplace flue, is constructed in such a manner so as to protrude beyond the outer perimeter of the front or side of the dwelling, or is exposed above the plane of the roof, the enclosure of the fireplace and flue shall be constructed of, or finished with, clay-fired brick or stone. If the fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the rear of the dwelling, the enclosure of the fireplace and flue may be constructed of, or finished with, the same material as is the dwelling at the point from which the fireplace and/or the flue protrudes. If more than one fireplace is planned, all shall comply with the above requirements. Notwithstanding the foregoing, when any fireplace is constructed as a part of a dwelling on any corner Lot, and said fireplace and/or the enclosure for the fireplace flue is constructed in such a manner so as to protrude beyond the outer perimeter of the dwelling, or is exposed above the plane of the roof, the enclosure of the fireplace and flue shall be constructed of, or finished with clay-fired brick or stone. The parts of the pre-fabricated metal furnace flues that protrude from the roof of a dwelling must be painted and no furnace flue may protrude more than five (5) feet from the roof of the dwelling, as measured from the top cap of the flue to the point from which the flue emerges from the roof. In the event that a dwelling is constructed without a fireplace, the furnace flue must then be faced with clay-fired brick or stone above roof level. All furnace flues must be located on the rear side of the roof ridge.

G. No fences may be built forward of the rear wall of the house and, under no circumstances, closer to any adjoining street than the property line. In those instances where the house has more than one rear wall, the Architectural Control Committee shall determine in its discretion which rear wall shall be applicable. Fences shall be constructed only of wood, decorative iron, brick or stone and are subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

H. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently. No prefabricated or factory built house or residential dwelling built elsewhere shall be moved onto or assembled on any of said Lots. No pre-cut dwelling shall be assembled on any of said Lots. No full or partial subterranean dwellings or log houses shall be constructed or erected on any Lot. No dwelling shall be moved from outside of the Properties onto any of said Lots.

I. No primary flat or mansard roof shall be permitted on any dwelling. All dwellings shall be roofed with wood shakes or wood shingles.

J. Public sidewalks are the responsibility of, and shall be constructed by, the then Owner of a Lot prior to the time of completion of a dwelling and before occupancy thereof. The extent of sidewalks, location, construction details, materials and grades shall be in accordance with the regulations of the City of Omaha and any revision thereof. The maintenance of said sidewalks, after construction, shall be the responsibility of the Owners of each of the Lots.

K. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or lots.

L. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

M. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than twelve (12) feet to the neighboring property line. Detached accessory buildings are not permitted.

N. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

O. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where capital improvements have not yet been installed shall be allowed to reach more than a maximum height of twelve (12) inches.

P. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

Q. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation. Further, home occupations, as defined in the Zoning Code of the Municipal Code of the City of Omaha, Nebraska, shall not be permitted to take place within any of the residential dwellings.

R. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

S. Vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

T. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

U. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except the residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any sign erected by the Declarant, or his agents, in his development of Pacific Meadows 2nd Addition or signs approved by the Architectural Control Committee in writing.

V. All driveways shall be constructed of concrete, brick, or asphaltic concrete.

W. None of said Lots shall be subdivided, split or in any manner combined with any other Lot, or portion of any other Lot, without approval of the Architectural Control Committee in writing.

X. The front, side and rear yards of all Lots shall be sodded, and one (1) tree, not less than two (2) caliper inches in diameter, shall be planted in the front yard of each residence. No trees shall be planted in the dedicated street right-of-way located between the pavement and the lot line. All yards shall be sodded and the trees planted within one (1) year from the date the foundation for the residence on the Lot was completed.

ARTICLE IV Easements and Licenses

A. A perpetual license and easement is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company, City or County franchised cable television firms and to Omaha Public Power District, their successors, and assigns, to erect and operate, maintain, repair, and renew cables, conduits, and other instrumentalities and to extend wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message services and cable television under an 8-foot strip of land adjoining the rear boundary lines of said Lots, and said license is being granted for the use and benefit of all present and future owners of said Lots; provided, however, that said lot line easement is granted upon the specific condition that if any said utility companies fail to construct wires or conduits along any of the said lot lines within 36 months of the date hereof, or if any wires or conduits are constructed but hereafter removed without replacement within 60 days after their removal, then this lot line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent buildings shall be placed in perpetual easementways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

B. All telephone, cable television and electric power service lines from property line to dwelling shall be underground.

ARTICLE V COVENANTS RELATING TO TELEPHONE COMPANY

A. In the event that ninety percent (90%) of all the lots within the Properties, except for outlots, are not improved within five (5) years from the date that Northwestern Bell Telephone Company or its successors shall have completed the installation of its distribution system for said Lots, and filed notice of such completion ("Five Year Term"), then every Lot that is unimproved at the end of the Five Year Term shall be subject to a charge of Four Hundred Fifty Dollars (\$450.00) by Northwestern Bell Telephone Company or its successors. A Lot shall be considered as unimproved if construction of a permanent structure has not commenced on that Lot. Construction shall be considered as having commenced if a footing inspection has been made on the Lot in question by officials of the City of Omaha or other appropriate governmental authority.

B. Each development phase shall be considered separately in determining whether ninety percent (90%) of the lots within that Phase have been improved within the Five (5) Year Term. In determining the date Northwestern Bell Telephone Company or its successors shall have completed the installation of its distribution system, each development phase shall also be considered separately.

BOOK 894 PAGE 599

C. Such charge shall be due and owing immediately upon the expiration of the Five Year Term, and if such charge is not paid within sixty (60) days after the sending of written notice by Northwestern Bell Telephone Company or its successors to the owner of an unimproved Lot that such charge is due, then such charge will begin drawing interest commencing upon the expiration of the sixty (60) day period at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law if said maximum rate is less than twelve percent (12%) per annum at the time.

ARTICLE VI
GENERAL PROVISIONS

A. The Declarant, or its assigns, or any owner of a lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the lots in the Properties.

C. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 23rd day of June, 1989.

DECLARANT:

PACIFIC MEADOWS II LIMITED PARTNERSHIP,
A Nebraska Limited Partnership


BY: DODGE DEVELOPMENT, INC.
a Nebraska corporation, the sole General Partner

BY: *N. P. Dodge, Jr.*

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 23rd day of June, 1989, before me the undersigned, a Notary Public in and for said County and State, personally came N. P. Dodge, Jr., known to me to be the President of Dodge Development, Inc., a Nebraska corporation, which corporation is the sole general partner of Pacific Meadows II Limited Partnership, a Nebraska limited partnership, and acknowledged that he executed as the act and deed of such corporation, and the act and deed of said limited partnership.

Witness my hand and official seal the day and year last above written.

 Carole M. Batson
GENERAL NOTARY
State of Nebraska
My Commission Expires
Dec. 7, 1990

Carole M. Batson
Notary Public

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594-599 N _____ DEL MC 650
Misc COMP _____ FIB 112-27159

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August 18, 1989

BOOK 902 PAGE 277
RIGHT-OF-WAY EASEMENT

FILE _____
Doc. _____

I, Pacific Meadows II Limited Partnership Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

O.L. Two (2), Lots Thirty-six (36) thru and including Lot Thirty-eight (38), Lots Forty-one (41) thru and including Lot Forty-four (44) and Lots Two Hundred Thirty-two (232) thru and including Lot Two Hundred Forty (240), all in Pacific Meadows, 2nd Addition 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 OPWA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns referred to as "Grantee", a permanent 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 the attached Easement Descriptions and Sketchs for easement areas.

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.

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 parties hereto have signed their names and caused the execution of this instrument this 26th day of September, 19 89. Pacific Meadows II Limited Partnership
by Dodge Development, Inc., General Partner

by W. L. Morrison, Jr. Pres.

Distribution Engineer _____ Date _____ Property Management RJD Date 10-13-89

Section NW 22 Township 15, North, Range 11 East

Salesman Dempsey Engineer O'Donnell Est. # 8801826 v.o. # 4728

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

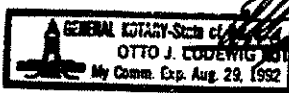
CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 26th day of September, 1989,
before me the undersigned, a Notary Public in and
for said County, personally came William L.

Morrison
President of Dodge Development 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
his voluntary act and deed for
the purpose therein expressed.

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

 GENERAL NOTARY STATE OF NEBRASKA
OTTO J. CUDEWIG NOTARY PUBLIC
My Comm. Exp. Aug. 29, 1992

INDIVIDUAL ACKNOWLEDGEMENT

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

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
Legal Services Division
444 South 10th Street Mall
Omaha, NE 68102-2247

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Book
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