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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/23/2008 12:46:38.03



2008103640

Doc.# 3.002 11(497)

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September 30, 2008

RIGHT-OF-WAY EASEMENT

RAINWOOD POINTE, LLC

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

Lot Three, Six and Seven (3, 6, 7), Rainwood Pointe, a Subdivision 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, hereafter referred to as "District", 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 reverse side hereof for sketch of 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 Owner(s) have executed this instrument this 4 day of Oct., 2008.

OWNERS SIGNATURE(S)

Scott. B. Seaton, Manager
Rainwood Pointe, LLC

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Land Rights 5E/EP2
444 South 16th Street Mall
Omaha, NE 68102-2247

CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska

STATE OF _____

COUNTY OF Douglas

COUNTY OF _____

On this 6th day of October, 2008,
before me the undersigned, a Notary Public in and for said
County, personally came

On this _____ day of _____, 2008, before
me the undersigned, a Notary Public in and for said County
and State, personally appeared

Scott B. Seaton, Manager

~~President~~ of Rainwood Pointe LLC

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.

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 A
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 the date above written.

Diane R. Fields

NOTARY PUBLIC

NOTARY PUBLIC

