

RIGHT-OF-WAY EASEMENT

I, JACK F. PAULSON Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

The East One-half of the Southeast Quarter (E1/2 SE1/4) of Section Twenty-two (22), Township Sixteen (16) North, Range Nine (9), 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 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:

A strip of land Ten feet (10') in width, to provide for the installation of customers service.

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 _____ day of _____, 19 _____.

Jack F. Paulson

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

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

On this 22 day of OCT., 19 81, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

JACK F. PAULSON

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.

personally to me known to be the identical person(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 _____ in Said County the day and year last above written.

Witness my hand and Notarial Seal at _____ My Comm. Exp. Oct 1, 1983 Date above written

GENERAL NOTARY - State of Nebraska
MILTON E. SCOTT
My Comm. Exp. Oct 1, 1983

Milton E. Scott
NOTARY PUBLIC

My Commission expires: _____

My Commission expires: OCT. 1, 1983

Distribution Engineer SA Date 10/26/81 Land Rights and Services SA Date 10/26/81

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____

SE1/4 Section 22 Township 16 North, Range 9 East Engineer Scott Pat. # Scott M.D. # 8102003
K
WO # 9690

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

1981 NOV - 3 AM 10:53

RECEIVED

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