

RECEIVED

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Real Estate Division
444 South 16th Street Mall
Omaha, NE 68102-2247

OPPDI

AUG 27 2 20 PM '93

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

(BKUG)
July 29, 1993

RIGHT-OF-WAY EASEMENT

Doc.# _____

American National Bank

Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",
That part of Lot 8, and the East 80.73' of Lot 9, in Block 1, lying South
of Highway 30A, all in Beverly Hills, an addition to the City of Omaha, as
surveyed, platted and recorded in Douglas County, Nebraska.

LM CASH 24704 BK 1092 R 15-35 FB 49-03620
TYPE MISC PG 488 C/O _____ COMP VP SCAN IN
FEE 550 OF MISC LEGL PG _____ MC _____ FV _____

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:

A strip of land Ten feet (10') in width being Five feet (5') each side of
and abutting the Districts facilities as constructed, 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 Owner(s) have executed this instrument this 17 day of August, 19 93

OWNERS SIGNATURE(S)

[Handwritten Signature]

CORPORATE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF

STATE OF

COUNTY OF

COUNTY OF

On this 17 day of August, 19 93 before
me the undersigned, a Notary Public in and for said County,
personally came JAMES W. EVANS

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

Asst. President of American Nat'l

BANK 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 _____ 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.

[Handwritten Signature]
NOTARY PUBLIC

NOTARY PUBLIC

