

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way 6W/EPI
444 South 16th Street Mail
Omaha, NE 68102-2247

97-12544

FILED SARPY CO. NE.
REGISTERED NUMBER
97-12544
37 JUN 20 AM 9:28
REGISTER OF DEEDS

Counter 20
Verify: 1
D.E.: 0
Proof: 1
Fee: 0.50
Ck
Cash
Charge OPAA

BKUG
May 6, 1997

Doc # _____

RIGHT-OF-WAY EASEMENT

M&R Investments A Nebraska Partnership

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

Lot Twenty-two B (22B), Alpine Village South, as surveyed, platted and recorded in Sarpy 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:

A strip of land Five feet (5') in width as indicated on the reverse side hereof to provide for the District's Underground facilities.

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/she/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 18 day of June, 1997

OWNERS SIGNATURE(S)

M&R Investments Partnership
Katherine Paulson

< COMPLETE ACKNOWLEDGMENT ON REVERSE SIDE HEREOF >

012544

97-12-44A

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

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

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 a voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF Douglas

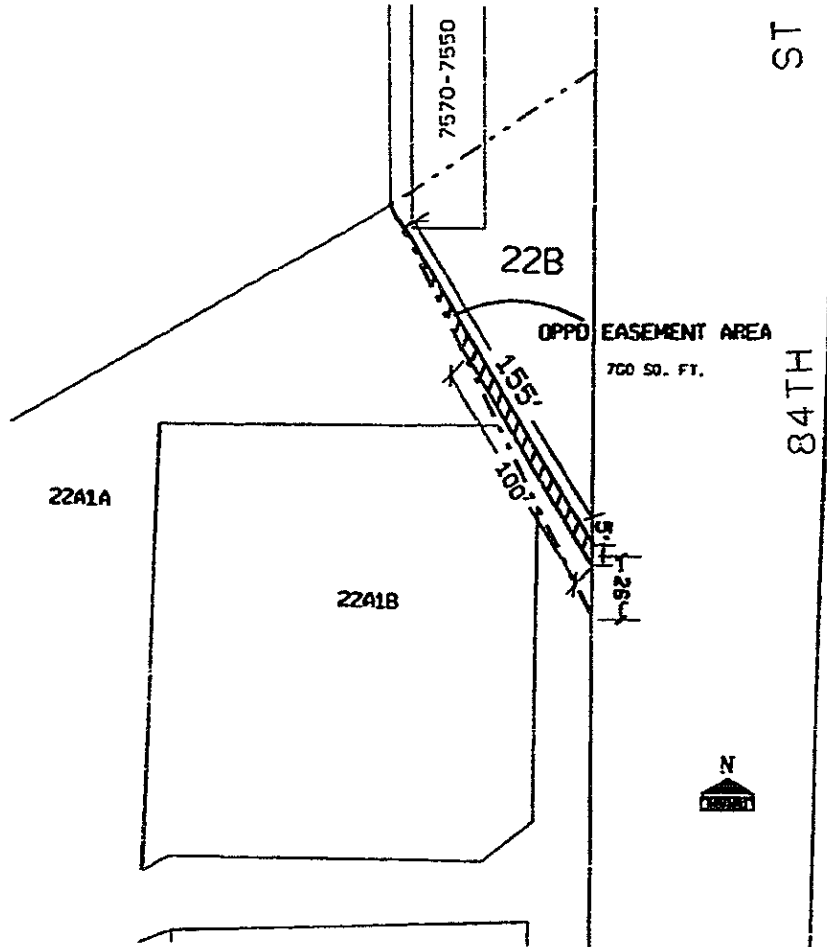
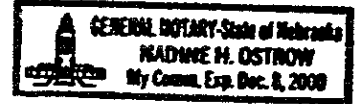
On this 18 day of June, 1997 before me the undersigned, a Notary Public in and for said County and State, personally appeared

Robert V. Dugan Sr PARTNER
M & R Investments PARTNERSHIP

personally to me known to be the identical person(s) 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.

Madame H. Ostrow
NOTARY PUBLIC



Distribution Engineer _____ Date _____ Property Management _____ Date _____
Section SE 1/4 15 Township 14 North, Range 12 East
Salesman De George Engineer Haskins Est# W.O.#M13428