



BK 0841 PG 550



MISC 1988 03528

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

October 26, 1987

BOOK 841 PAGE 550

File _____
Doc. _____

RIGHT-OF-WAY EASEMENT

I, OTR, an Ohio General Partnership Owner(s)
We, _____
of the real estate described as follows, and hereafter referred to as "Grantor",

Lot One (1), Tremel Heights 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 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 reverse side hereof of sketch of easement area.

PK 841 N 871391 3R
FG 550-551 N 87-391 DEL 1/11 NO 60e
MISS COMP F/B 63-37950

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 4th day of February, 19 88.

Stephen A. Mitchell
Stephen A. Mitchell, Partner

RECEIVED
1988 MAR 9 PM 1:49
GEORGE J. DUCLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Distribution Engineer MSB Date 2-26-88 Property Management LA Date 2-17-88
Section NE 1/4 8 Township 15 North, Range 12 East
Salesman Duckworth Engineer Rokicki Est. # 8702130 W.O. # 7978
11000 EMMET ST.

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

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
_____ 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.

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Ohio

COUNTY OF Franklin

On this 4th day of February, 19 88,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared
Stephen A. Mitchell

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.

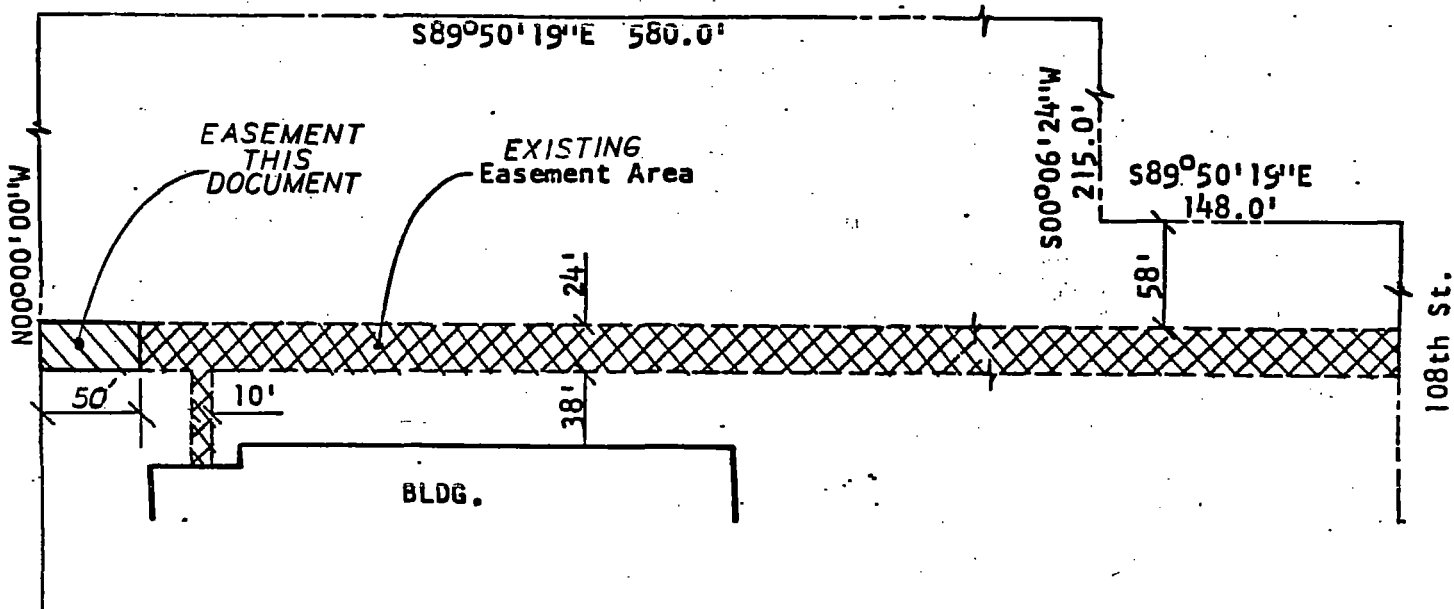
Witness my hand and Notarial Seal the date above
written.

NOTARY PUBLIC



OFFICIAL SEAL
KELLI A. BALSER
NOTARY PUBLIC - STATE OF OHIO
CITY, COLUMBUS
COUNTY, FRANKLIN
MY COMMISSION EXPIRES JAN. 25, 1989

NOTARY PUBLIC



RETURN TO:
QMAHA PUBLIC POWER DISTRICT
1623 HARNEY ST. - RM. 401
QMAHA, NE 68102