

RIGHT OF WAY EASEMENT

NO. 2173 (38)

BY W. J. Stander and Anna E. Stander, husband and wife,

hereafter called "Grantor", in consideration of cash of One Dollar & other consideration of \$11.00...

The Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) and the East One-half of the Northwest Quarter (E 1/2 NW 1/4) of Section Eight (8), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

The area of the above described real estate to be covered by this easement shall be as follows: The West Two Hundred feet (200') of the East One-half of the Northwest Quarter (E 1/2 NW 1/4) of Section Eight (8), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

1. Grantor shall have the right to ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of...

2. District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently survey, construct, reconstruct, relocate, inspect, repair, maintain, add to, maintain, operate and remove said lines...

3. District hereby agrees to pay the Grantor(s) for any damage to real and/or personal property, fences, livestock, and all things done by reason of the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation, and removal of said electric lines...

4. Grantor(s) and all persons who may enter the land within the right-of-way provided that such use shall not, in the judgment of the District, constitute an interference with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines...

5. District shall have the right, at any time, to construct or add additional electric transmission lines consisting of poles, towers, cross-arms, insulators, conductors, transformers, switches, wires, supports and other fixtures and equipment...

6. It is further agreed that Grantor(s) has/have waived possession of said real estate, above right and interest therein to the extent such easement and right-of-way shall be necessary for the construction, maintenance and operation of said lines...

This agreement shall run with the land and shall bind the heirs, successors and assigns of the parties.

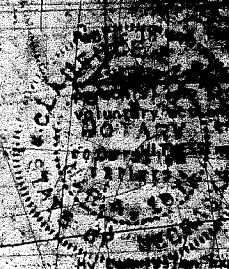
WITNESSED this 19th day of Oct 1969

W. J. Stander and Anna E. Stander (Signatures)

CERTIFICATE OF ACKNOWLEDGMENT - Individual

STATE OF NEBRASKA
COUNTY OF Douglas ss.

On this 27 day of Oct 19 19 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ray J. Hester and
Theresa Hester to be the identical persons who executed the foregoing instrument and who acknowledged the execution thereof to be voluntary and for the purpose therein expressed.



Witness my hand and Notarial Seal, the date above written.
My Commission expires on the 31 day of Dec 19 19

CERTIFICATE OF ACKNOWLEDGMENT - Corporation

STATE OF NEBRASKA
COUNTY OF ss.

On this day of 19 before me, the undersigned, a Notary Public in and for said County and State, appeared and personally known, who being by me duly sworn, did say that they are President and Secretary respectively of (a Corporation), that the Seal affixed to said instrument is the Seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.

WITNESS my hand and Notarial Seal the date above written.
My Commission expires on the day of 19

MORTGAGEE'S CONSENT

TO OMAHA PUBLIC POWER DISTRICT:
As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the day of 19 recorded in the Recorder's Office of County, Nebraska, in Book page the undersigned hereby consent(s) and join(s) in the granting to said District of the within and foregoing right-of-way agreement.
Dated

ACKNOWLEDGMENT OF MORTGAGE

STATE OF NEBRASKA
COUNTY OF ss.
On this day of 19 before me, a Notary Public, personally appeared
Witness my hand and Notarial Seal, the date above written.
My Commission expires on the day of 19

[Handwritten notes and signatures in the left margin]

[Handwritten notes and signatures in the right margin]