

250-
42

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way SV/EP1
444 South 16th Street Mall
Omaha, NE 68102-2247

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 25th DAY OF FEBRUARY A.D. 1996
AT 11:50 O'CLOCK A.M. AND RECORDED IN BOOK
300 AT PAGE 4243
COUNTY CLERK Charlotte L. Petersen
DEPUTY Jane Braden

Recorded y
General y
Numerical y
Project y

FILED

96 FEB 28 AM 10:50

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR

appears to only affect 1.4 General Acres.
DOC.# _____

ANCR

November 22, 1995

ANCHOR AND DOWN GUY EASEMENT

Russell Detjens Owner(s)
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor".

Tax Lot One Hundred Twenty-three lying south of Highway 91 in the
Northeast Quarter of the Southwest Quarter of Section 10, Township 18
North, Range 11 East of the 6th P.M., Washington County, Nebraska.

In consideration of the sum of (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, hereafter referred to as "District", a permanent easement, with rights of ingress and egress thereto, to install and maintain anchor(s) and down guy wire(s) upon, over and under that portion of the above described real estate as follows:

(See sketch on reverse side hereof for easement area).

CONDITIONS:

The District shall install and maintain on said down guy wire(s) suitable and durable protective device(s) or guard(s).

After anchor(s) and down guy(s) have been installed, no permanent buildings or other structures shall be placed in or encroach the easement and no change in grade elevation or any excavations shall be made therein without prior written approval of the District, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

The foregoing right is granted upon the express condition that the District will assume liability for all damages to the above described property caused by the District's failure to use due care in its exercise of the granted right.

It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/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 the conveyance.

X IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 12th day of Feb., 1996.
OWNERS SIGNATURE(S)

x Russell Detjens

< COMPLETE ACKNOWLEDGMENT OF THE REVERSE SIDE HERE >

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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 _____ voluntary act and deed for the
purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

X INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this 12th day of February, 1996, before
me the undersigned, a Notary Public in and for said County and
State, personally appeared

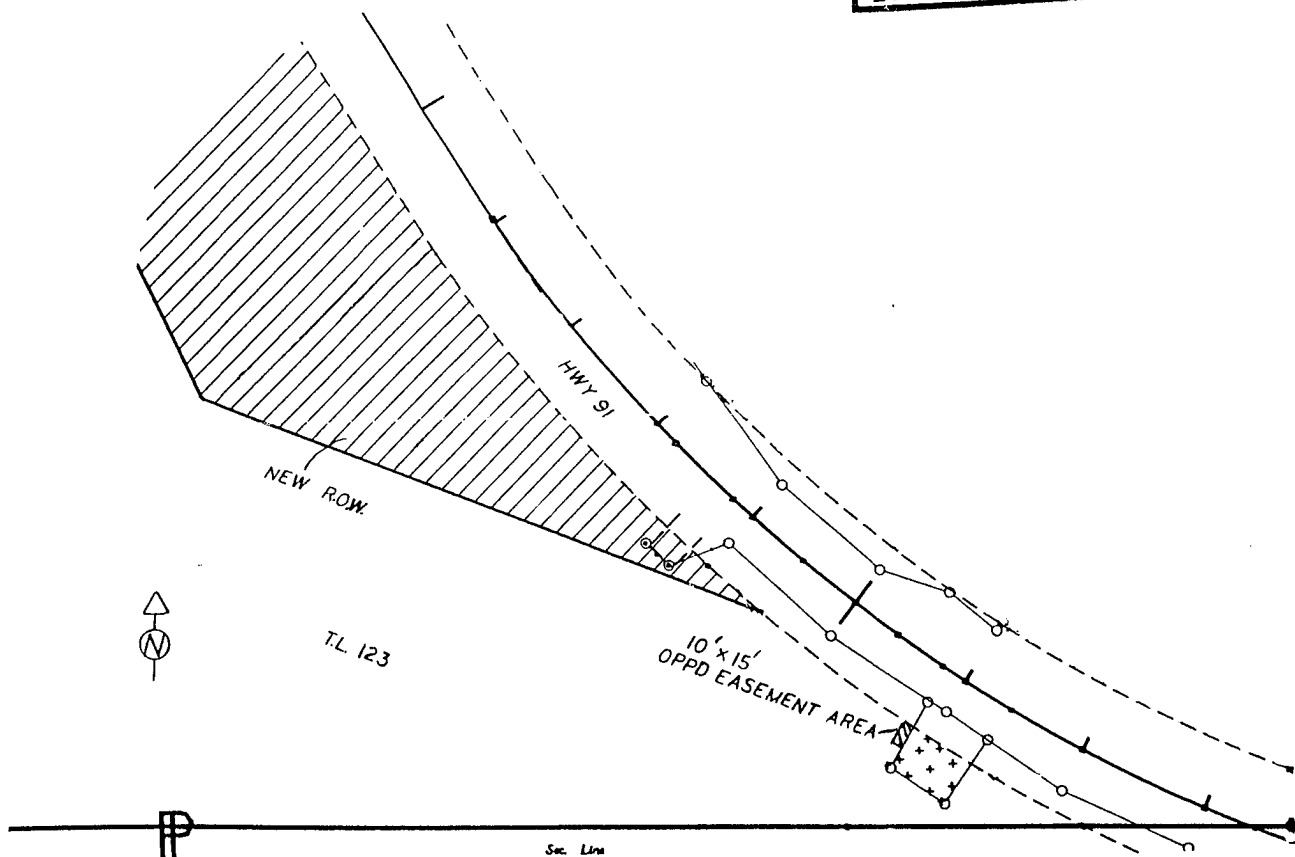
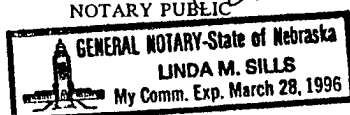
Russell Detjens

personally to me known to be the identical person(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.

Linda M. Sills

NOTARY PUBLIC



Distribution Engineer _____ Date _____ Property Management _____ Date _____
Section SW 1/4 10 Township 18 North, Range 11 East
Salesman De George Engineer Johnson Est. # _____ W.O.# M14563