

I, Frank R. Cerid Owner(s)  
We, \_\_\_\_\_ of the real estate described as follows, and hereafter referred to as "Grantor",

A tract of land located in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Two (2), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, as follows: Commencing at the Northwest corner of Lot Nine (9), Donlee Industrial Park, an addition located in said Northwest Quarter (NW $\frac{1}{4}$ ); thence N00°14'22"W (assumed bearing) along the East right of way line of 84th Street for a distance of One Hundred Fifty feet (150.0') to the point of beginning; thence continuing N00°14'22"W along said East right of way . . . continued on the reverse side hereof

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:

A strip of land Ten feet (10') in width 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 parties hereto have signed their names and caused the execution of this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

RECEIVED  
1986 SEP 15 11:05  
GEORGE J. BUGIENICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

17692 MISC

BK 788 N 2-14-12 KP C/O FEE 10.50  
PG 625-626 2-14-12 DEL: K MCJ  
OF Misc COMP F/B 01-60000

Distribution Engineer RSC Date 9-11-86 Property Management RH Date 9-8-86  
Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
Section NW $\frac{1}{4}$  2 Township 14 North, Range 12 East  
Salesman Dropinski Engineer Dropinski Est. # 8600618 W.O. # 5031