

11/82

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BOOK 682 PAGE 288

RIGHT-OF-WAY EASEMENT

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

The South One Hundred Twenty-five feet (125') of the West One Hundred Forty-five feet (145') of Lot Thirty-seven (37), County Meadows 1st Addition, an addition to Douglas County, Nebraska as surveyed, platted and recorded.

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\_\_\_\_.

Jeff Radcliffe  
PRES. R & H DWELLINGS INC.

M. R. Holding  
Sec. - 2000

STATE OF NEBRASKA  
COUNTY OF COUNTY

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this 22 day of Dec., 1982, before me the undersigned, a Notary Public in and for said County, personally came JEFF RADCLIFFE President of R & H DWELLINGS INC. 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 his voluntary act and deed for the purpose therein expressed.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

personally to me known to be the identical person(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 VALLEY in Said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

GENERAL NOTARY - State of Nebraska  
MILTON E. SCOTT  
My Comm. Exp. Oct. 1, 1983

Milton E. Scott  
NOTARY PUBLIC

My Commission expires: Oct. 1, 1983

NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

Distribution Engineer SH Date 1-1-83 Land Rights and Services SON Date 1-1-83

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Section 6 Township 15 North, Range 10 East Engineer M. Scott Est. # 8202191 W.O. # 4858  
Sismn: M. Scott

1 Misc

11 & 11 JAN 11 1983

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M. R. Holding

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