

96-19851

County SA
Verify AS
D.E. AS
Proof 142
Fee \$ 13.00
Ck
Cash
Chg OPRD

96-019851

95 SEP 30 PM 4: 14

Sharon G. ...
REGISTER OF DEEDS

Doc. # _____

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way 6W/EP1
444 South 16th Street Mall
Omaha, NE 68102-2247

BKUG
August 12, 1996

RIGHT-OF-WAY EASEMENT

11 Apple Grove Inc.
Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots Eighteen, Nineteen, & Twenty, Inclusive, together with Lots Twenty-seven, Twenty-eight & Twenty-nine, Inclusive, all in Apple Grove Addition, as surveyed, platted and recorded in Sarpy 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, hereafter referred to as "District", 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 being the West Eight feet (W8') of the East Forty-eight feet (E48') of the above described property.

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/she/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.

12 IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 10 day of SEPTEMBER, 1996.
OWNERS SIGNATURE(S)

13 Sharon G. ...

<COMPLETE ACKNOWLEDGMENT ON REVERSE SIDE HEREOF>

019851

910-19851A

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF SARPY

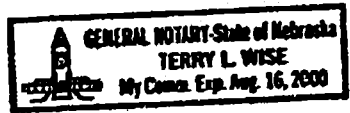
On this 10 day of September, 1996, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Henry J. Sidbeck

personally to me known to be the identical person(s) 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.

Terry L. Wise
NOTARY PUBLIC



Distribution Engineer _____ Date _____ Property Management _____ Date _____
Section NW 15 Township 14 North, Range 12 East
Salesman Rosales Engineer Gabriel Est# _____ W.O.# M15257

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