

DEED RECORD #126 - 26  
EASEMENT

The undersigned, hereinafter called "Grantor", hereby grants and conveys to OMAHA PUBLIC POWER DISTRICT, hereinafter called "District", its successors and assigns, a permanent 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 a strip of land one rod wide across the property herein described.

175

CONSIDERATION: Ten and No/100 (\$10<sup>00</sup>)

PROPERTY DESCRIPTION: The South Four Hundred Seven feet (407') of the West Three Hundred Twenty-four feet (324') of the East Eight Hundred Eighteen feet (818') of the East One-half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Ten (10), Township Thirteen (13) North, Range Seven (7), East of the 6th P.M., Saunders County, Nebraska.

CONDITIONS: The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, structures, and other obstructions from the surface and subsurface of said strip and within seven feet (7') thereof and to install gates in any fences crossing said strip. Grantor agrees that grade shall not be reduced more than two feet (2') 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, and 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/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.

WITNESS my hand and Notarial Seal this 25<sup>th</sup> day of March, 1974.  
Melvyn G. Clark Donna R. Clark  
Melvyn G. Clark Donna R. Clark

Grantors

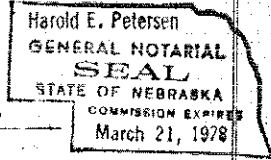
STATE OF Nebraska )  
                                  ) ss  
COUNTY OF Saunders )

On this 25th day of March, 1974, before me the undersigned, a Notary Public in and for said County and State, personally appeared Melvyn G. Clark and Donna R. Clark, husband and wife

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 their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Harold E. Petersen  
Notary Public



My Commission expires on the 21st day of March, 1978.

Distribution Plant Engineer \_\_\_\_\_ Date \_\_\_\_\_ C. & S. Engineer J Date 4/8/74

2-5-11

STATE OF NEBRASKA } SS  
 CASS COUNTY

Entered in numerical index and filed for  
 in the register of deeds office of  
 Cass County Nebraska on the 5th day of  
 April 1911.

By James E. ... Register of Deeds  
... Deputy

635 paid

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