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Doc. # \_\_\_\_\_

Revised December 14, 1991

RIGHT-OF-WAY EASEMENT

Thomas M. Higgins, III and Boatmen's First National Bank of Kansas City,  
Co-Trustees under Trust Agreement dated 9-27-81 with Ted L. Pearson, Jr. Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",

The Northwesterly 397.47 feet of the Northeasterly 227 feet of Block  
Six (6), in Omaha Industrial Foundation - District No. 3, an  
Addition to the City of Omaha, as surveyed, platted, and recorded in  
Douglas County, Nebraska.

\* Thomas M. Higgins, III and Boatmen's First National Bank of Kansas City have executed  
this Right-of-Way Easement in their capacities as Co-Trustees u/t/a dated 9/27/81 with  
Ted L. Pearson, Jr. It is expressly agreed and understood that said Co-Trustees are  
not and shall not be personally or individually liable under this Right-of-Way Easement  
and that all liability of Owners shall be limited to the assets of the Trust.

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:

See reverse side hereof for sketch of easement area.

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; except for matters of record on the date of recording of this Easement.

\* IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 2nd day of January, 19 92.

THOMAS M. HIGGINS, III and BOATMEN'S FIRST NATIONAL BANK OF KANSAS CITY  
as Co-Trustees under Trust Agreement dated 9-27-81 with Ted L. Pearson, Jr.

Thomas M. Higgins, III  
Thomas M. Higgins, III,  
Co-Trustee

BOATMEN'S FIRST NATIONAL BANK OF KANSAS CITY,  
Co-Trustee  
By: Dudley Alexander, Jr.  
Dudley Alexander, Jr., Vice President

OWNERS SIGNATURE(S)

ATTEST: Antonia R. L...  
Title: Assistant Secretary  
Property Management Date 2-6-92

Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_

Section SW 1/4 36 Township 15 North, Range 11 East

Salesman Kluver Engineer Kluver Est. # 910180101 W.O.# 9499

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Missouri

COUNTY OF Jackson

On this 10<sup>th</sup> day of January, 1992, before me the undersigned, a Notary Public in and for said County, personally came Rudley Alexander

Sr. Vice President of Seaton's First National Bank

of Kansas City 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.

Witness my hand and Notarial Seal the date above written.

Barbara J. Bowles  
NOTARY PUBLIC

BARBARA J. BOWLES  
NOTARY PUBLIC STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXP. AUG 10, 1992

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF Missouri

COUNTY OF Jackson

On this 2nd day of January, 1992, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Thomas M. Higgins, III

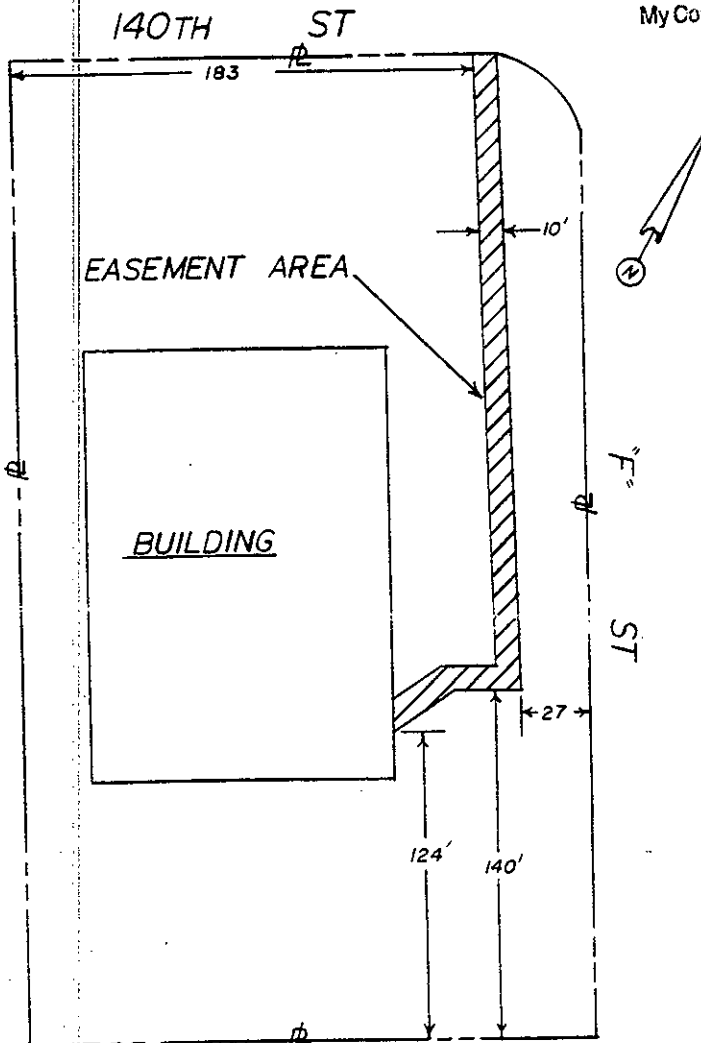
personally to me known to be the identical person(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Martha L. Turley  
NOTARY PUBLIC

MARtha L. TURLEY  
Notary Public  
Commission Expires 11/1/94  
My Commission Expires 11/1/94

MISC 3027H



RECEIVED  
FEB 7 9 32 AM '92  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

CLINTON  
MID POWER DISTRICT  
Division  
204 S. 14th Street Mall  
Omaha, NE 68102-2247

BK 995 N 80A+44 C/O --- FEE 10.50  
PG 680-681 N --- DEL VK MC DD  
OF MISC COMP VP F/B 61-28660