

POOR INSTRUMENT FILED

OPPD Form 4-83-R.U.G.

File _____

7/5/83

BOOK **694** PAGE **654**

Doc. _____

RIGHT-OF-WAY EASEMENT

We, HAROLD & MARTINA TAYLOR Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

The West Five Hundred Thirty feet (530') of the East Five Hundred Eighty feet (580') of the North Eight Hundred Seventy feet (870') of the South Nine Hundred Three feet (903'), except the West Two Hundred Fifty-nine feet of the East Three Hundred Nine feet (309') of the North Ninety-seven feet (97') of the South Nine Hundred Three feet (903') of the Southeast Quarter (SE $\frac{1}{4}$) of Section Nineteen (19), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., Douglas 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 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.

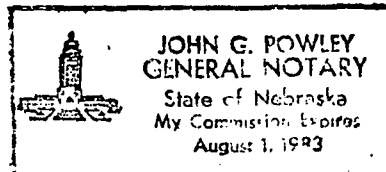
In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

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 28 day of July, 19 83.

[Signature]

x Harold L. Taylor
x Martina Taylor



Distribution Engineer R.S.G. Date 8-10-83; Land & Facilities Management [Signature] Date 8/9/83.

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____.

Section SE $\frac{1}{4}$ 19 Township 15 North, Range 11 East

Salesman M. Scott Engineer M. Scott Est. # 8301145 W.O. # 6071

STATE OF

STATE OF NEBRASKA

COUNTY OF

COUNTY OF DOUGLAS

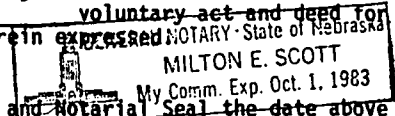
On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County, personally came _____

On this 25 day of JULY, 1983, before me the undersigned, a Notary Public in and for said County and State, personally appeared

HAROLD & MARTINE TAYLOR

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.

personally to me known to be the identical person(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 at _____ in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

Milton E. Scott
NOTARY PUBLIC

401
OPD.

19-15-11
19-5-11
Recd 6-23-11
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Comped

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RECEIVED
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C. MARBLE
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

43 pages