



BK 0860 PG 318



MISC 1988 14325

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

July 6, 1988

BOOK 860 PAGE 318

RIGHT-OF-WAY EASEMENT

File _____

Doc. _____

I, DAVID L. UNDERWOOD Owner(s)
We, of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Two (2), Block Ten (10), Happy Hollow View Addition as surveyed, platted and recorded in 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:

See the reverse side hereof for sketch of easement area.

RECEIVED

1988 AUG 29 PM 1:51

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

14325 F Mac
BK 860 N 71-1431P
PG 318-319 N
OF Twp 29 N COMP. FJB 60-1510
FEE 10.50
JK MC WC

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 14th day of JULY 1988.

David L. Underwood

Distribution Engineer RDP Date 8-23-88 Property Management JH Date 7-26-88
Section SW 29 Township 15 North, Range 12 East
Salesman Toman Engineer Kaspar Est. # 8800996 W.O. # 9473

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

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 at _____
in said County the day and year
last above written.

INDIVIDUAL ACKNOWLEDGEMENT

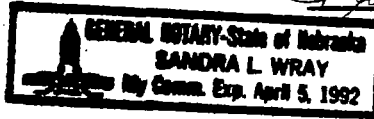
STATE OF Nebraska
COUNTY OF Douglas

On this 14th day of July, 1988,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared
David L. Underwood

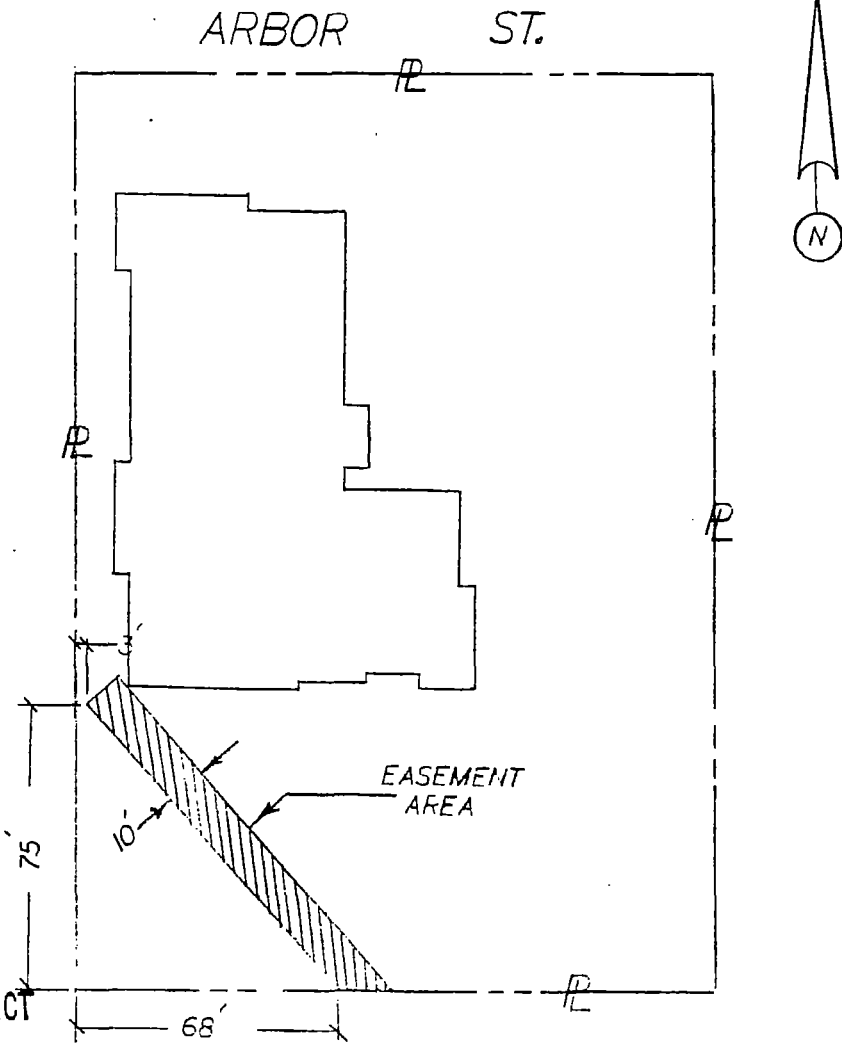
personally to me known to be the identical person(s)
and who acknowledged the execution thereof to be
his voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal the date above
written.

NOTARY PUBLIC



Sandra L. Wray
NOTARY PUBLIC



RETURN TO:
MAHA PUBLIC POWER DISTRICT
23 HARNEY ST. - RM. 401
OMAHA, NE 68102