

#159

BKUG
Revised 9/17/1991

Doc. # _____

RIGHT-OF-WAY EASEMENT

Boyd Johnson, a single person Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Sub Lot Two (SL 2) of Lot Fifteen (15) in the Northeast Quarter of
the Northeast Quarter (NE 1/4 NE 1/4) in Section Fifteen (15),
Township Twelve (12) North, Range Nine (09) East of the 6th P.M.,
Cass County, Nebraska.

FILED FOR RECORD 10891 AT 2:00 P.M.
IN BOOK 40 OF MISC PAGE 659
REGISTER OF DEEDS, CASS CO., NE
DOC # 159 Patricia Meisinger
91050

COMPARED

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 Ten feet (10') in width being Five feet (5') each side of and abutting the Districts facilities as constructed, 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/she 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 Owner(s) have executed this instrument this 20 day of Sept, 1991.

OWNERS SIGNATURE(S)

Distribution Engineer RLC Date 9-25-91 Property Management JSR Date 9-30-91
Section NE 1/4 15 Township 12 North, Range 09 East
Salesman Craven Engineer Craven Est. # 910009301 W.O.# 8146

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 the date above written.

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Nebraska

COUNTY OF Seward

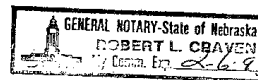
On this 20 day of Sept, 1991, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

Byrd Johnson

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.

Robert L. Craven
NOTARY PUBLIC



42. Check # 2436
Rev

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
St. Paul Estate Division
444 South 16th Street Mall
Omaha, NE 68102-2247