



BK 0937 PG 588



MISC 1990 16790

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

June 21, 1990

File _____
Doc. _____

RIGHT-OF-WAY EASEMENT

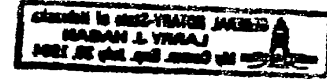
BOOK **937** PAGE **588**

I, Bemis Company, Inc. Owner(s)
We, _____ of the real estate described as follows, and hereafter referred to as "Grantor",

Lots 3-5, Block 2, Lots 1-13, Block 3, all in Cleveland Place, an addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska, together with that part of Vacated Valley Street adjacent, together with that part of Tax Lot 14 of Section 33, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska lying north of Interstate 80 Right-of-Way.

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.



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 25th day of June, 19 90.

Richard C. Wilson ROUTE 66

Distribution Engineer _____ Date _____ Property Management J&R Date 7-8-90
Section 33 Township 15 North, Range 13 East
Salesman Hagan Engineer Lenhard Est. # 8901338 W.O. # 6698

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS

STATE OF _____
COUNTY OF _____ BOOK 937 PAGE 589

On this 25th day of June, 19 90,
before me the undersigned, a Notary Public in and
for said County, personally came

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

Richard Lee Wilson
President of Plant Manager

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

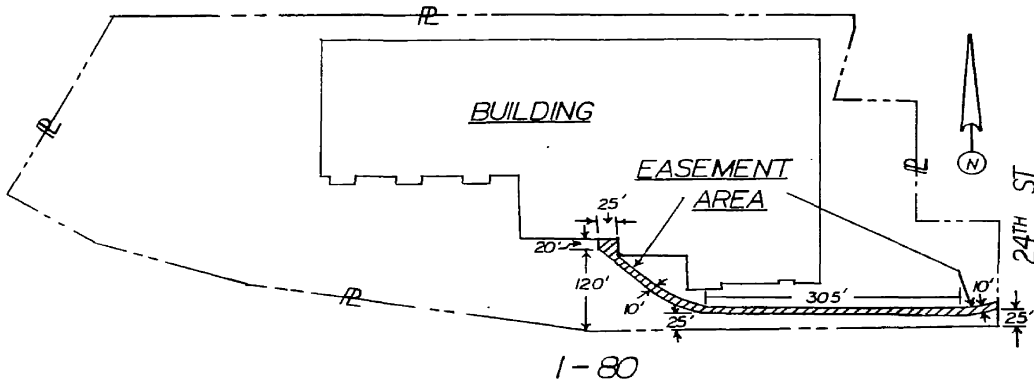
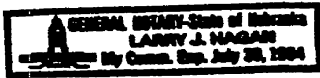
personally to me known to be the identical person(s)
who signed the foregoing instrument as grantor(s)
and who acknowledged the execution thereof to be
his voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal at Omaha
Nebraska in said County the day and year
last above written.

Witness my hand and Notarial Seal the date above
written.

Larry J. Nagas
NOTARY PUBLIC

NOTARY PUBLIC



16740
Mey

OK 937 N. 33-15-13 CJO _____ FEE 18.50
PG 588-589 N. 33-15-13 and _____ DEL. LN MC _____
OB Misc COMP. LN F/B 26-06720 LN
01-60000

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
Corporate Division
16th Street Mall
Omaha, NE 68102-2247

RECEIVED
SEP 11 11 44 AM '90
GEORGE J. RUBLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE