

E A S E M E N T

The undersigned, hereinafter called "Grantor", hereby grants and conveys to OMAHA PUBLIC POWER DISTRICT, hereinafter called "District", its successors and assigns, a permanent 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 a strip of land one rod wide across the property herein described:

CONSIDERATION: Two Hundred Forty Dollars (\$240⁰⁰)

PROPERTY DESCRIPTION:

The East One-half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Thirty-five (35), Township Five (5) North, Range Thirteen (13) East of the 6th P.M., Nemaha County, Nebraska.

CONDITIONS: The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, structures, and other obstructions from the surface and subsurface of said strip and within seven feet (7') thereof and to install gates in any fences crossing said strip. Grantor agrees that grade shall not be reduced more than two feet (2') 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, and 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.

WITNESS my hand and Notarial Seal this 18 day of August, 1976.

Leonard A. Lutzmann
Leonard A. Lutzmann

Grantors

STATE OF NEBRASKA)
COUNTY OF NEMAHA) ss.

On this 18 day of August, 1976, before me the undersigned, a Notary Public in and for said County and State, personally appeared LEONARD A. LUTZMANN

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.



Cecil V. Johnson
Notary Public

My Commission expires on the 19 day of November, 1978.

Land Rights and Services Department: _____, Date _____.

Distribution Plant Engineer: _____, Date _____.

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Filed for record in the County Clerk's Office
on Nov. 8, 1976, at 10:59 a.m. and recorded in
Misc. Bk. 30 at Page 141.

JoAnn Rohrs, County Clerk

Grace Parde, Deputy

Fee \$3.25