



BK 0855 PG 262



MISC 1988 11585

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

June 20, 1988

BOOK 855 PAGE 262
RIGHT-OF-WAY EASEMENT

File _____
Doc. _____

I, THE YARD CO Owner(s)
We, _____
of the real estate described as follows, and hereafter referred to as "Grantor",

The East 311.0 feet of the West 344.0 feet of the North 800.0 feet of the
NW 1/4 of Section 1, T14N, R11E 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:

See the reverse side hereof for sketch of easement area.

RECEIVED

11585 F Mue
855
262-263 1-14-88 DEL 14 MC We
OF These COMP IT F/B 01-6-2002
1988 JUL 15 AM 11:26
GEORGE J. DUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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 20 day of June, 19 88.

Ronald L. Jones, President
John A. Jones, Secretary

Distribution Engineer R L J Date 7-13-88

Property Management L J Date 6-30-88

Section NW 1 Township 14 North, Range 11 East

Salesman Kluver Engineer Kluver Est. # 8801101 W.O. # 9390

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

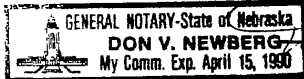
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA
 COUNTY OF DOUGLAS

On this 22ND day of June, 1988,
 before me the undersigned, a Notary Public in and
 for said County, personally came RONALD P. JONES

President of The YARD CO.
 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
ITS voluntary act and deed for
 the purpose therein expressed.

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



NOTARY PUBLIC

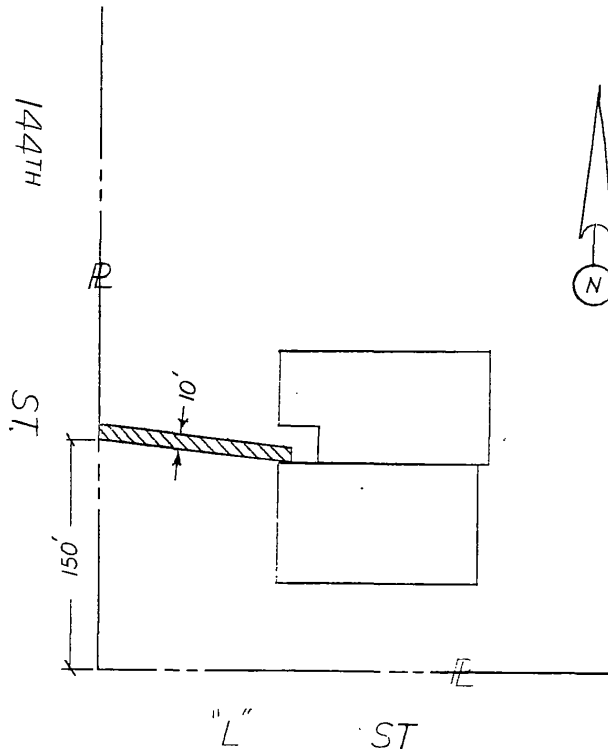
STATE OF _____
 COUNTY OF _____

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

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.

Witness my hand and Notarial Seal the date above
 written.

NOTARY PUBLIC



RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 1623 HARNEY ST. - RM. 401
 OMAHA, NE 68102