

January 10, 1989

Res. Blanket

2295

RIGHT-OF-WAY EASEMENT

1. Michael Edward & Mateel Ann Page Owner(s)
 We, _____, of the real estate described below, and hereafter referred to as "Grantor(s)", 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 to install, operate, maintain, repair, replace and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

Tax Lots Eight (8) and Fifty-nine (59) in the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty (30), Township Twenty (20) North, Range Eleven (11) East of the 6th P.M., Washington County, Nebraska.

Recorded _____
General _____
Numerical _____
Photostat _____

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS:
FILED IN THE PUBLIC OFFICE AND FILED FOR RECORD
THE 20th DAY OF March A.D. 1914
AT 1:30 O'CLOCK P.M. AND RECORDED IN BOOK
177 AT PAGE 259-260
COUNTY CLERK Christie J. Peters
DEPUTY Lucy Harris

CONDITIONS:

- (a) Where Grantee's facilities are constructed, Grantee shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentalities for the carrying and transmission of electric current for light, heat and power, including all services of the Grantee to the residence on the above described real estate, over, upon, along, above, under, in and across a strip of land Sixteen feet (16') in width, being Eight feet (8') on each side of the parallel to facilities as constructed by Grantee.
- (b) The Grantee shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Grantor, its heirs, successors or assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantee's facilities have been constructed.
- (d) Grantee shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be.
- (e) It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/its/their heirs, executors, administrators, successors or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee 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 16th day of January, 19 89.

Michael E. Page
Matcel A. Page

Distribution Engineer RLL Date 3-11-89 Property Management RL Date 2-2-89
Section SE 1/4 30 Township 20 North, Range 11 East
Salesman Fink Engineer Fink Est. # 8802837 W.O. # 3720

229

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

230

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.

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGEMENT

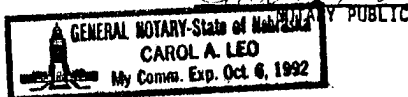
STATE OF Nebraska
COUNTY OF Washington

On this 16th day of January, 1989,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

Michael and. Mateel
Page

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

Witness my hand and Notarial Seal the date above
written.



230

ret to:

Pd

Att: Chuck Johnson

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