

201-
277

STUG-1
December 18, 1991

Doc.# _____

RIGHT-OF-WAY EASEMENT

BERNARD GALE OLSON

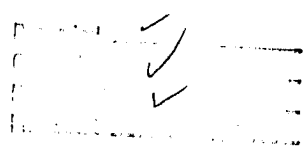
Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One (1) Through Seven (7), Gylden Bakke Estates, as surveyed, platted and recorded in Washington County, Nebraska.

FILED
92MAR 10 AM 10:50
CLERK OF DISTRICT COURT
WASHINGTON COUNTY, NEBRASKA
CLERK, NEBR.

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 974
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 10th DAY OF March A.D. 19 92
AT 10:50 O'CLOCK A M. AND RECORDED IN BOOK
201 AT PAGE 277-278
COUNTY CLERK, Charlotte Peterson
DEPUTY Naren Madison



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:

See 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 Owner(s) have executed this instrument this 21 day of FEBRUARY, 19 92.

Bernard Gale Olson

OWNERS SIGNATURE(S)

Distribution Engineer _____ Date _____ Property Management JSR Date 2-26-92
Section NE 29 Township 17 North, Range 11 East
Salesman Hemphill Engineer Plummer Est. # 910140001 W.O.# 3041

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

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CORPORATE ACKNOWLEDGEMENT

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF

STATE OF NEBRASKA

COUNTY OF

COUNTY OF WASHINGTON

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

On this 21 day of FEBRUARY, 1992, before me the undersigned, a Notary Public in and for said County and State, personally appeared

President of _____

BERNARD GALE OLSON

_____ 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.

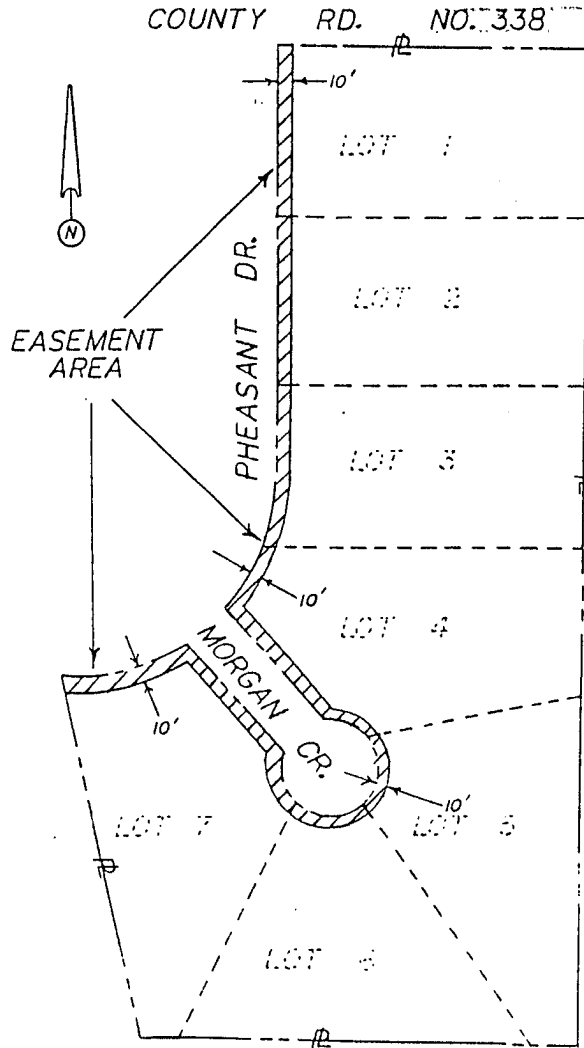
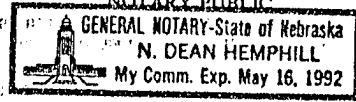
_____ personally to me known to be the identical person(s) and who acknowledged the execution thereof to be HIS voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

N. Dean Hemphill



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