

3/25/83

File _____
Doc. _____
R/W \$ _____

BOOK 688 PAGE 511

RIGHT-OF-WAY EASEMENT

We, Richard R. & Jacquelyn Peterson, husband and wife Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

The North Five Hundred Seventy feet (570') of the East One Thousand Sixty-nine and nine tenths feet (1,039.9') of the Northwest Quarter (NW¹/₄) of Section Thirty (30), Township Sixteen (16) North, Range Eleven (11), East 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, teases, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

A strip of land Ten feet (10') in width to provide for the installation of customers service.

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/she/they has/hasn't lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/hers/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 whatsoever 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 5 day of April, 1983.

Richard R. Peterson
Jacquelyn Peterson

STATE OF
COUNTY OF

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 5 day of April, 1983, before me the undersigned, a Notary Public in and for said County, personally came

On this 5 day of April, 1983
before me the undersigned, a Notary Public in and for said County and State, personally appeared

Richard R. & Jacquelyn Peterson Ass't

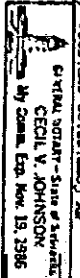
President of _____
personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be a 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.

Witness my hand and Notarial Seal the date above written.

My Commission expires: _____
DISTRIBUTION CHARGES: _____ and Alerts and Services _____ Date 4/21/83



Richard R. & Jacquelyn Peterson Ass't
NOTARY PUBLIC

Record in File No. _____ at Page No. _____ on the _____ day of _____, 1983
Section 30 Township 16 North, Range 11 East, 11 East Engineer, W. White Plat. # 5410 S.O. # 1365

RECORDED
INDEXED
MAY 10 1983

1983 MAY -5 PM 3:48
RECEIVED

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