

27-38

OPPD Form 4-83-R.U.G.

File _____

8/15/83

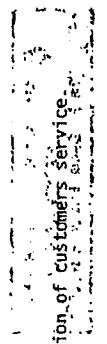
Doc. _____

RIGHT-OF-WAY EASEMENT

1. JAMES P. ABEL FOR THE COMPANY NEBLO INC. Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

All lots and access roads lying within the confines of Lake Park, situated in part of the South One-half (S $\frac{1}{2}$) of Section Eleven (11); Section Thirteen (13) and the Southeast Quarter (SE $\frac{1}{4}$) and the North One-half (N $\frac{1}{2}$) of Section Fourteen (14), Township Twelve (12) North, Range Ten (10), East of the 6th P.M., Cass 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:



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/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 15 day of August, 1983

JAMES P. ABEL

Doc # 9 FILED FOR RECORD 10:25 AT H.M. IN BOOK 27 OF DEEDS
PAGE 389 REGISTER OF DEEDS, CASS CO., NEBR. # 11.50
Betty Philpot

COMPARED

Distribution Engineer RLC Date 8/16/83; Land & Facilities Management RLC Date 8/14/83
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 13, 14 Township 12 North, Range 10 East
Salesman R. Kuhn Engineer _____ Woodhead _____ Est. # 8201737 W.O. # 6343

205

STATE OF
COUNTY OF

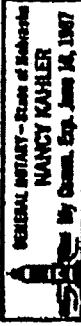
On this 22 day of August, 19 87,
before me the undersigned, a Notary Public in and
for said County, personally came James P. Abel

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
his 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.

Nancy Kahler
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