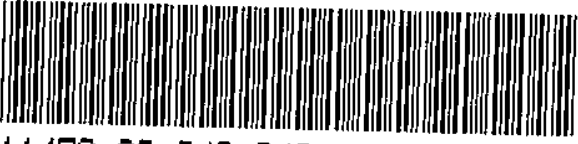




1302 640 MISC



11478 99 640-642

Nebr Doc Stamp Tax
Date
\$
By

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 AUG -2 PM 1:32

RECEIVED

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

11478F 107-32067
 FEE 1550 FB 01-60000
 BKP 24-16-12 C/O COMP 3
 DEL _____ SCAN 9 FY _____

RETURN TO:
OMAHA PUBLIC POWER I
% Right of Way 6W/EP1
444 South 16th Street Ma
Omaha, NE 68102-2247

STUG-1

July 19, 1996

RIGHT-OF-WAY EASEMENT

#1 Monterey, Inc., a Nebraska Corporation Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots Three (3) and Four (4), The Ranches Phase I, surveyed, platted and recorded in 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, 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 sketch on reverse side of this document for 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 prior notification to 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.

#2 IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 5th day of August, 1996

Monterey, Inc.
OWNERS SIGNATURE(S)

By: Robert P. Peters - Pres.
#3 _____

< COMPLETE ACKNOWLEDGMENT ON THE REVERSE SIDE HEREOF >

#4

CORPORATE ACKNOWLEDGMENT

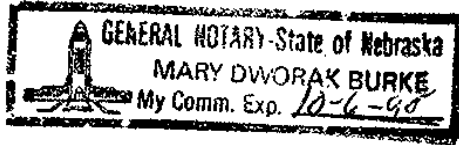
STATE OF Nebraska
COUNTY OF Douglas

On this 5th day of August, 1996, before me the undersigned, a Notary Public in and for said County, personally came ROBERT P. PETTEGREW

President of MONTEREY, INC. 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 the date above written.

Mary Dworak Burke
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

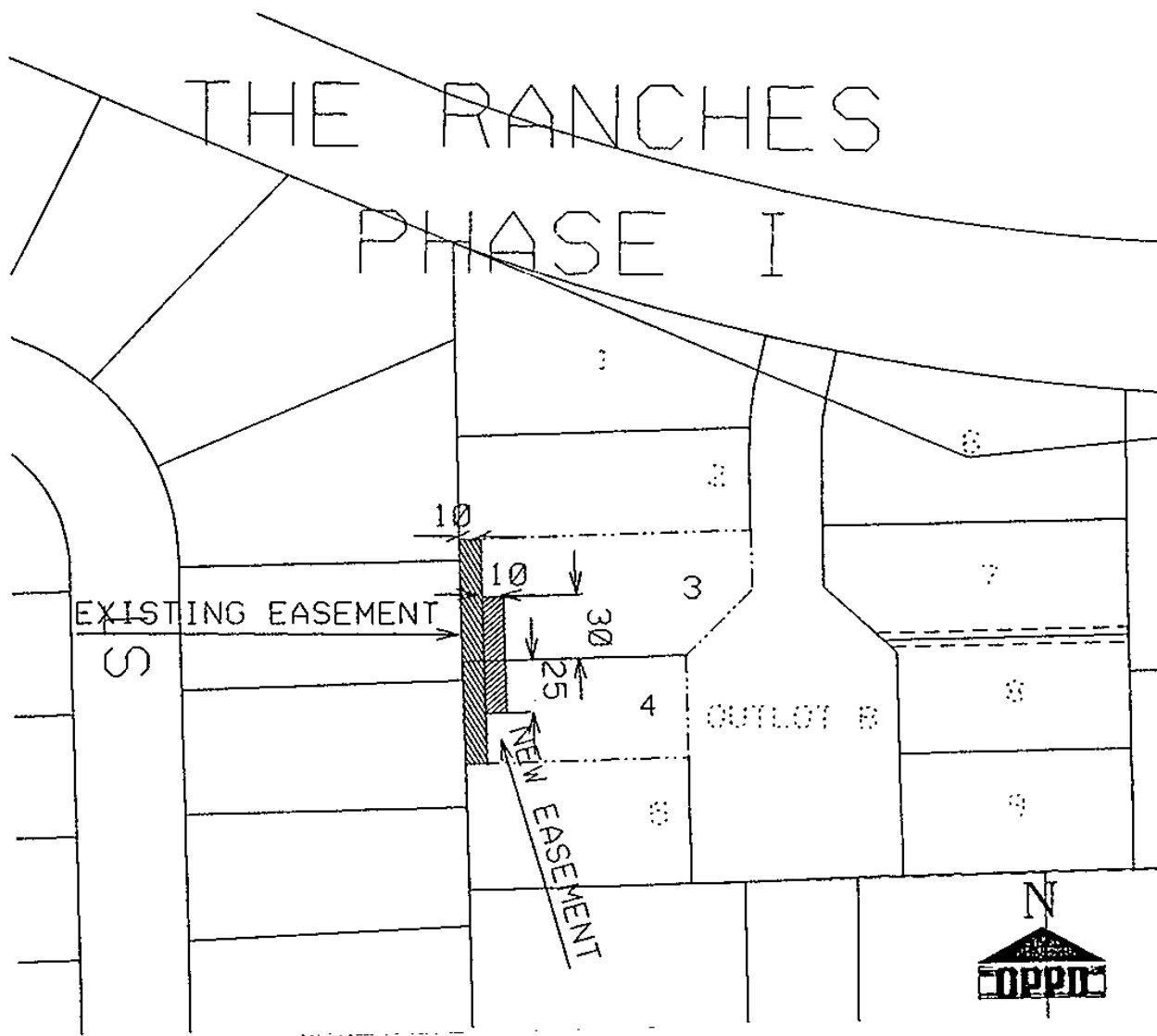
STATE OF _____
COUNTY OF _____

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



Distribution Engineer _____ Date _____ Property Management _____ Date _____
Section SW 1/4 34 Township 16 North, Range 12 East
Salesman Rosales Engineer Gabriel Estimate # _____ W.O.# _____