



1221 222 MISC

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



10860 97 222-223

RECEIVED

SEP 3 8 47 AM '97

RICHARD M. TAKECHI
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

BKUG

July 24, 1996

Doc.#

RIGHT-OF-WAY EASEMENT

e) The Reserve

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor":

Lots One (1) and Two (2), together with Lots Six (6), Seven (7) and Eight (8), all in the Reserve, a subdivision, as 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 the reverse side hereof for eight foot easement areas.)

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 25 day of August, 19 96

OWNERS SIGNATURE(S)

#3 Jan Lih member
Mindy Lih member

< COMPLETE ACKNOWLEDGEMENT ON REVERSE SIDE HEREOF >

10860 OA

FILE	12-30	FB	66-32312
BKP	CHW	C/O	COMP
DEL	SCAN	OK	FV

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CORPORATE ACKNOWLEDGEMENT

STATE OF

COUNTY OF

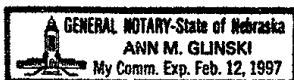
On this 27 day of August, 1996, before me
the undersigned, a Notary Public in and for said County, personally came

James Linder & Wendy Linder
President of Reserve LLC

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 the date above written.

Ann M. Glinski
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF

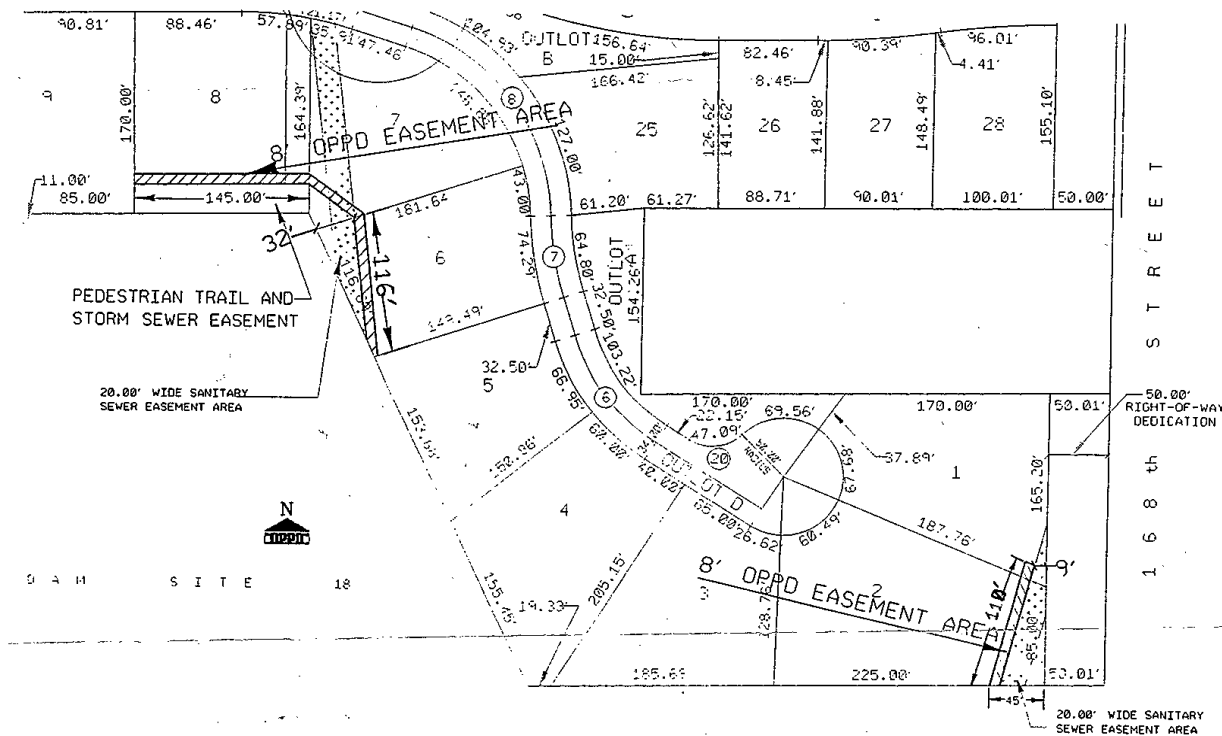
COUNTY OF

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) 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 SE 1/4 33 Township 15 North, Range 11 East
Salesman Rosales Engineer Gabriel Est# 960102501 W.O.# M18463