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DON CLARK
REGISTER OF DEEDS
SANDERS COUNTY, NEBR.

2006 FEB 27 AM 8:22

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February 8, 2006

Doc.#

RIGHT-OF-WAY EASEMENT

NEBCO, INC

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

Northeast Quarter (NE $\frac{1}{4}$) located in Section Twenty-five (25), Township Thirteen (13)N, Range Nine (9) East of the 6th P.M., Saunders County, Nebraska. Together with part of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) in Section Thirty (30), Township Thirteen (13) North, Range Ten (10) East of the 6th P.M., Saunders County, Nebraska.

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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 attached exhibit 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 14 day of FEBRUARY 2006.

OWNERS SIGNATURE(S)

JAMES P. ARNDT
PRESIDENT

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Land Rights SE/EP2
444 South 16th Street Mall
Omaha, NE 68102-2247

33801270

33801271

CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

STATE OF

COUNTY OF

COUNTY OF

On this 14th day of February, 2006,
before me the undersigned, a Notary Public in and for said
County, personally came

On this _____ day of _____, 20____,
before me the undersigned, a Notary Public in and for said
County and State, personally appeared

James P. Abel

President of

Nebeo, 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.

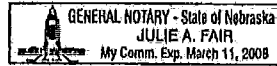
personally to me known to be the identical person(s) who
acknowledged the execution thereof to be _____ voluntary
act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Witness my hand and Notarial Seal the date above written.

Julie A. Fair
NOTARY PUBLIC

NOTARY PUBLIC



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