STUG

Tax Lot 11, located in the Southeast Quarter of the Southeast Quarter (SE2 SE2) of Section Twenty-three (23), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Sarpy County, Nebraska.  In consideration of the sum of One Dollar (\$1,00) and other valuable consideration, receipt of which is hereby acknowledged to hereby grant to the DMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referre to as "District," a permanant right of way assument with rights of ingress and agress thereto, to construct, operate, maintain replace and remove its underground electric facilities, consisting of cables, wires, conduits, menholas, drains, spicing boxes and arrange to the control of the sum of the following described real estate, to wit:  CONDITIONS:  The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, root bruch, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing as strip. Grantor agrees that grade shall not be reduced more than One foot (17) in elevation without the prior approval of its District. The Grantor conference and 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 it ordinary cultivation of the strip. Demages to fences and growing crops arising from the construction and maintenance of the droresald system shall be paid for by the District.  The Grantor covenants that how they has flaves leaving possession of said real estate, good, right and lawful authority to make successors and will indemnify and high armites the District forever against the claims of all persons whomsoever in any way asserting an right, title or interest prior to or contrary to this conveyence.  IN WITNESS WHEREOF, the Owner(s) have executors, administrators, successors and assigns shall werrant and defe	of the real estate described as f			Owner(s
(SEŁ SEŁ) of Section Twenty-three (23), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Sarpy 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 referre 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, manholas, drains, splicing boxes are other appurtamences, upon, ever, along and under the following described real estate, to wit:  The North Ten feet of Tax Lot 11.  CONDITIONS:  The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, root brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing as strip. Grantor agrees that grads shall not be reduced more than One foot (17) in elevation without the prior approval of it District. The Grantor understends 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 it ordinery outlivation of the strip. Demages to fences and growing crops arising from the construction and maintenance of the doresaid system shall be paid for by the District.  The Grantor covenants that he lithey has/have lawful possession of said real estate, good, right and lawful authority to make succonveyance and that hisher/heir heirs, executors, administrators, successors and assigns shall warrant and defend the san and will indemnify and hidd harmless the District forever against the claims of all persons whomsover in any way asserting ar right, title or ricerate prior or contary to this conveyance.		follows, and hereafter referred t	to as "Grantor",	
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Salesman De George Engineer White

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91-02330A

## CORPORATE ACKNOWLEDGEMENT

COUNTY OF

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 19\_\_\_, before me the undersigned, a Notary Public in and for said County, personally came 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 \_\_\_\_\_\_ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Nebraska

COUNTY OF Sarpy

On this <u>12th</u> day of <u>February</u> ,19 <u>91</u>, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Charles G. Smith

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

Witness my hand and Notarial Seal the date above written.

GENERAL MOTARY-State of Mebraska
THOMAS J. KIEFER

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2 02330

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Carol a Faving REGISTER OF DEEDS