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Revised November 18, 1991

RIGHT-OF-WAY EASEMENT

THE REAL ESTATE BROKERAGE COMPANY

Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Five (5), Evergreen Village, 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:

The North Ten feet (N 10') of the South Twenty-five feet (S 25') of the West Eighty feet (W 80') of the above described property.

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 26th day of NOV, 1991.

David Anderson

Managing Partner

OWNERS SIGNATURE(S)

Distribution Engineer R L J Date 1-13-92

Property Management JSR Date 12-4-91

Section SW 29 Township 15 North, Range 12 East

Salesman Quinn Engineer Quinn Est. # 910072201 W.O.# 9262

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

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 DOUGLAS

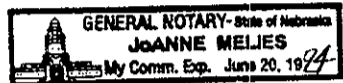
On this 26th day of NOV, 1991, before me the undersigned, a Notary Public in and for said County and State, personally appeared

DAVID L. UNDERWOOD

MANAGING PARTNER OF THE REAL ESTATE BROKERAGE Co. personally to me known to be the identical person(s) and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

X Joanne Meljes
NOTARY PUBLIC



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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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