

FILED SARPY CO. NE
INSTRUMENT NUMBER
2005-05942

2005 FEB 28 PM 1:03

Shawn J. Lawling
REGISTER OF DEEDS

COUNTER D C.E. Sm
VERIFY SM D.E. CM
PROOF SM
FEES \$ 24.50
CHECK# _____
CHG OPPD CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

UNG
February 4, 2005

Doc.#

RIGHT-OF-WAY EASEMENT

Standing Stone, L.L.C.

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

Lots One Hundred Three thru One Hundred Six (103 - 106), Lots One Hundred Eight thru One Hundred eleven (108-111), and OutLot "B", Standing Stone Addition, an Addition, as surveyed, platted and recorded in 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 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 Exhibits "A" and "B" for sketch of 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 16 day of February, 2005.

OWNERS SIGNATURE(S)

Shawn J. Lawling
STANDING STONE, LLC

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
33 Right of Way CW/EPI
444 South 16th Street Mall
Omaha, NE 68102-2247

05942

CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

A

STATE OF Nebraska

COUNTY OF Douglas

On this 16th day of February, 2005, before me the undersigned, a Notary Public in and for said County, personally came

Steve Faller

Member
President of

Standing Stone, 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 a voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Rose Mary Hauge
NOTARY PUBLIC



STATE OF

COUNTY OF

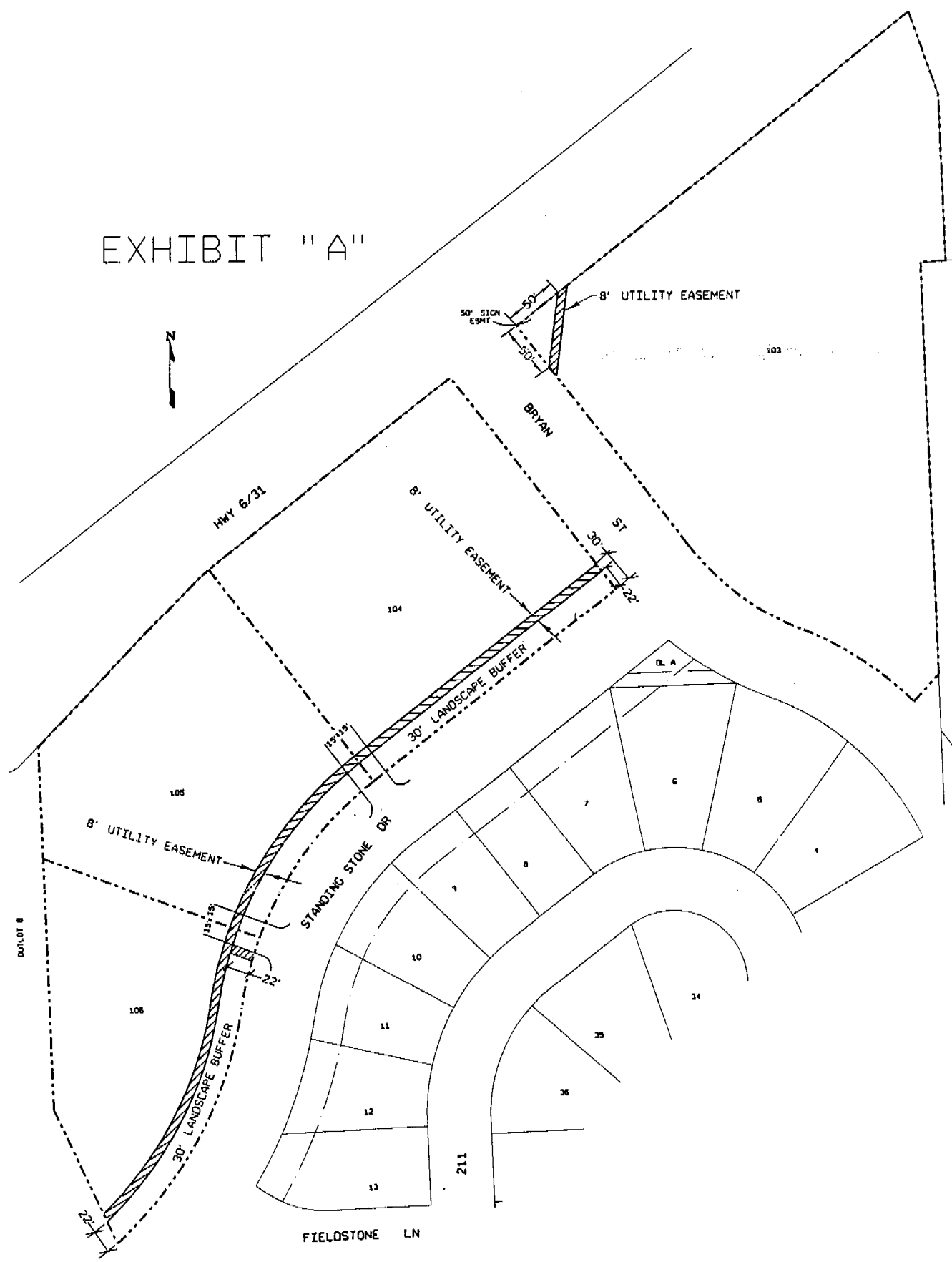
On this ____ day of _____, 20____, before me the undersigned, a Notary Public in and for said County and State, personally appeared

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

EXHIBIT "A"



200505942 C

EXHIBIT "B"

