

94-18196

FILED IN NE
INSTRUMENT NUMBER
94-18196

94 AUG 12 PM 3:19

Carol Davis
REGISTER OF DEEDS

Verify	<u>W</u>
Film	
Checked	
Fee	\$10.50

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Real Estate Division
444 South 16th Street Mall
Omaha, NE 68102-2247

BKUG
March 16, 1994

RIGHT-OF-WAY EASEMENT

Doc.# 177

Anita Megas and Steven P Robinson Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",
Lot 143 Cedarwoods, an addition located in the Southeast One-quarter (SE $\frac{1}{4}$)
of Section 35, Township 14 North, Range 12 East of the Sixth Principal
Meridian, 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:

A strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the District's Underground facilities as constructed. (See exhibit on reverse side.)

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/she has 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 21 day of July, 1994.

OWNERS SIGNATURE(S)

[Signature]
[Signature]

CORPORATE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

STATE OF OHIO
COUNTY OF _____

On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County, personally came _____

On this 21st day of July, 1994, before me the undersigned, a Notary Public in and for said County and State, personally appeared

President of _____

STEVEN P. ROBINSON
ANITA MEGAS

_____ 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.

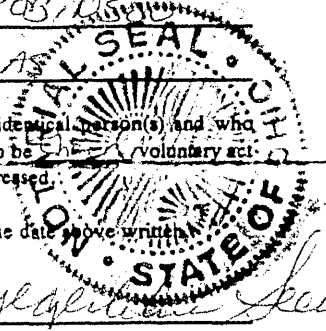
_____ personally to me known to be the identical person(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

[Signature]
NOTARY PUBLIC

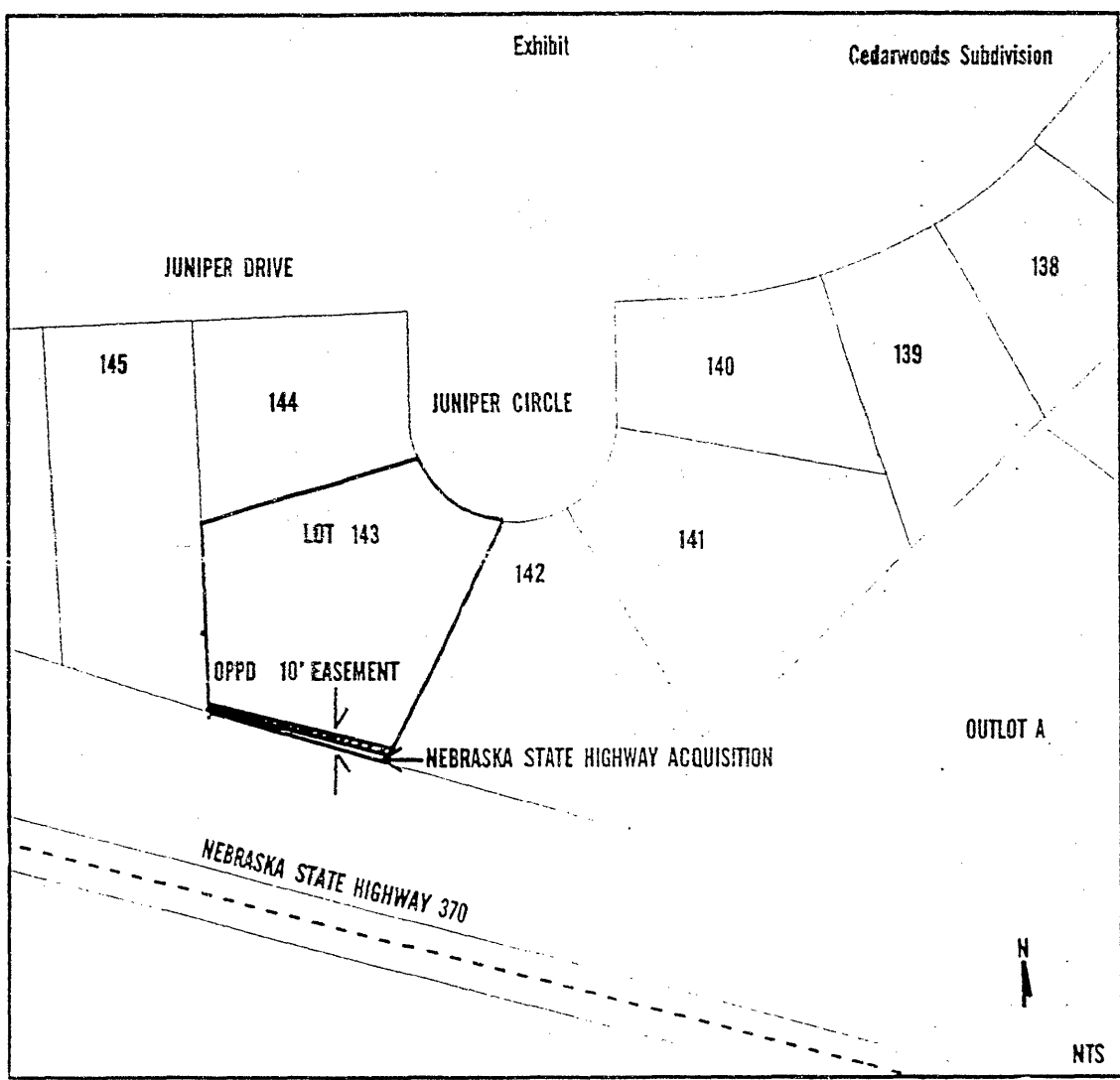


Distribution Engineer _____ Date _____ Property Management _____ Date _____
Section SE $\frac{1}{4}$ 35 Township 14 North, Range 12 East
Salesman Winston Engineer Kojdecki Est. # _____ W.O.# M1-4880

18196

143

94-18196A



PLAT
STATE