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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

STUG-1

May 10, 1993

RIGHT-OF-WAY EASEMENT

Vernon P and Delores F Langel Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",
Lot 48, Montclair of Westwood North, an addition to the city of
Omaha, as surveyed, platted and recorded in Douglas County,
Nebraska.

13296 # 1074 R 75-481 REF 160-26140
CASE # _____ BK _____ R _____ REF _____
TYPE Misc PG 255 C/D ✓ COMP ✓ STAMP ✓
FEE 5.50 OF Misc LEGL PG 255 MC _____ FV _____

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 Five feet (5') 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 15 day of May, 19 93.

OWNERS SIGNATURE(S)

Vernon P. Langel
Delores F. Langel

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 _____
COUNTY OF _____

On this 15th day of May, 19 93, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

Vernon P. Langel
Delores F. Langel

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

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

