

95-07370

COMMERCIAL P12:31

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DIST
April 7, 1995

Doc. # 309

RIGHT-OF-WAY EASEMENT

Terry and Lori Stueckrath

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

That part of the West 1/2 of the Northwest 1/4 of Section 19, Township 14, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the Southwest corner of said West 1/2; thence east (assumed bearing) 83.01 feet on the south line of said West 1/2; thence N01°56'36"E 644.54 feet; thence N00°41'26"W 1,311.74 feet to the point of beginning. Thence N00°41'26"W 15 feet; thence S73°02'11"E a distance of 552 feet; thence S0023°40'W 15 feet; thence N73°02'11"W a distance of 552 feet to the point of beginning.

The foregoing describes a strip of land 15 feet wide such strip being 7.5 feet on either side of the center line of the abandoned railroad right-of-way. Such center line is located parallel to and 80 feet south of the north line of the Stueckrath Tract as measured by Stueckrath and Patak in August of 1994.

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 to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across 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 facilities as constructed, to provide for customer's service.

CONDITIONS:

Where the District's facilities are constructed the District shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').

The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.

Where the District's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the District, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

Where the District's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to the District's facilities.

It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/its/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 4 day of May, 19 95.

OWNERS SIGNATURE(S)
Terry Stueckrath
Lori J. Stueckrath
Michael J. Patak
Susan E. Patak

CORPORATE ACKNOWLEDGMENT
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 ACKNOWLEDGMENT
STATE OF _____
COUNTY OF _____
On this 4 day of May, 19 95,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared
Susan Patak Terry Stueckrath
Michael Patak Lori Stueckrath

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.

Susan E. Patak
NOTARY PUBLIC

