

#124

OPPD Form No. 3-83-5

Doc. No. 2.06 (45)

1/06/87

RIGHT-OF-WAY EASEMENT

R/W _____

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereinafter called "District", a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

Part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirty-three (33), Township Thirteen (13) North and part of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ & NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Four (4), Township Twelve (12) North, all in Range Thirteen (13), East of the 6th P.M., Cass County, Nebraska, lying Northwest of County Road.

the area of the above described real estate to be covered by this easement shall be as follows:

See Exhibit on the reverse side hereof for location of easement areas granted herein.

COMPARED

Doc # 124
FILED FOR RECORD 3-9-87 AT 10:50 A. M. IN BOOK 34, OF Misc
PAGE 343
REGISTER OF DEEDS, CASS CO., NEBR.

\$11.00

Patricia Manning

CONDITIONS:

- (a) 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.
- (b) The District shall also have the right to burn, trim, or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District, and the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.
- (c) The District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
- (d) Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the above described easement area; Grantor shall not change or alter the grade of the right-of-way herein described without the prior written approval from the District; Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way.
- (e) 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 parties hereto have signed their names and caused the execution of this instrument this 3rd day of MAR, 19 87.

COUNTY OF CASS COUNTY NEBRASKA

Hilton Rogus

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 at _____
in said County the day and year
last above written.

NOTARY PUBLIC

My Commission expires: _____

STATE OF NEBRASKA
COUNTY OF CASS.

On this 3rd day of May, 19 87,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

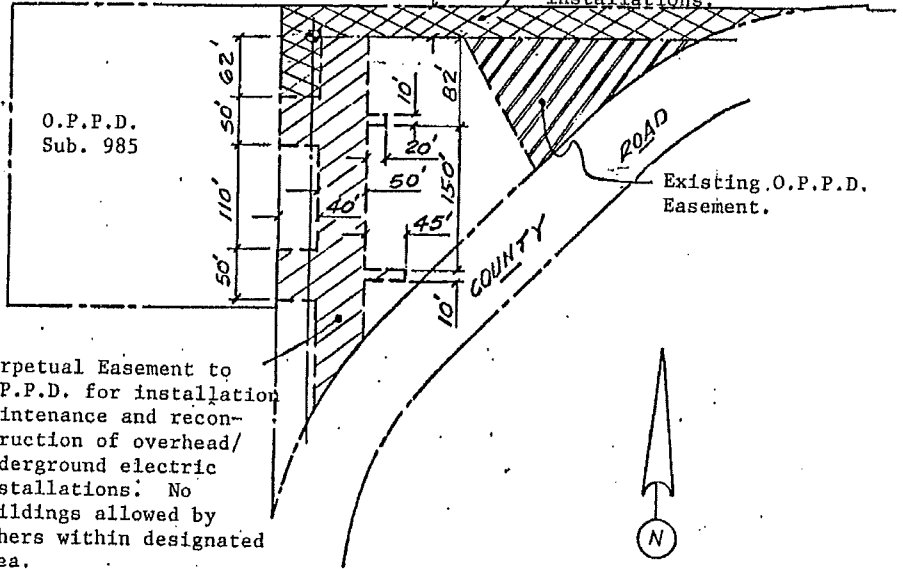
HILTON ROGERS
CHAIRMAN OF CASS COUNTY BOARD OF
COMMISSIONERS
personally to me known to be the identical person(s)
and who acknowledged the execution thereof to be
voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal the date above
written.

GENERAL NOTARY - State of Nebraska
ALAN D. WOHLFARTH
My Comm. Exp. Nov. 23, 1988
NOTARY PUBLIC

My Commission expires: _____

Original to District



Perpetual Easement to
O.P.P.D. for installation
maintenance and recon-
struction of overhead/
underground electric
installations. No
buildings allowed by
others within designated
area.

1-1761
R

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
1623 HARNEY ST. - RM. 401
OMAHA, NE 68102

Transmission Engineer RLS Date 1-7-87 Property Management LZL Date 3-5-87
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.