

TRAN

Doc. # \_\_\_\_\_  
R/W \_\_\_\_\_

August 29, 1991

RIGHT-OF-WAY EASEMENT

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:

Lot Forty (40), Cambridge Estates Addition as surveyed, platted and recorded in Douglas County, Nebraska.

RECEIVED  
SEP 3 3 45 PM '91  
GEORGE J. H. ...  
REGISTER OF RECORDS  
DOUGLAS COUNTY, NE

17618 B MSC

BK 976 N  
PG 714-715 Comp DEL H MC  
OF Misc COMP IP FID MC-05408

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

See the reverse side hereof for sketch of easement area.

CONDITIONS:

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.

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.

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.

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.

It is further agreed that the 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 whatsoever 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 29th day of August, 1991

\_\_\_\_\_  
Pacific Lots, Inc.  
BY: *W. L. Morrison, Jr.*  
W. L. Morrison, Jr., President  
OWNERS SIGNATURE(S)

Transmission Engineer \_\_\_\_\_ Date \_\_\_\_\_ Property Management JSR Date 7-3-91  
Section NW 22 Township 15 North Range 11 East

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

STATE OF Nebraska  
COUNTY OF Douglas

STATE OF  
COUNTY OF

On this 29th day of August, 1991,  
before me the undersigned, a Notary Public in and for said  
County, personally came President of Pacific Lots

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me the undersigned, a Notary Public in and for said  
County and State, personally appeared

Inc. W. L. Morrison, Jr., President

\_\_\_\_\_ 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 his 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.

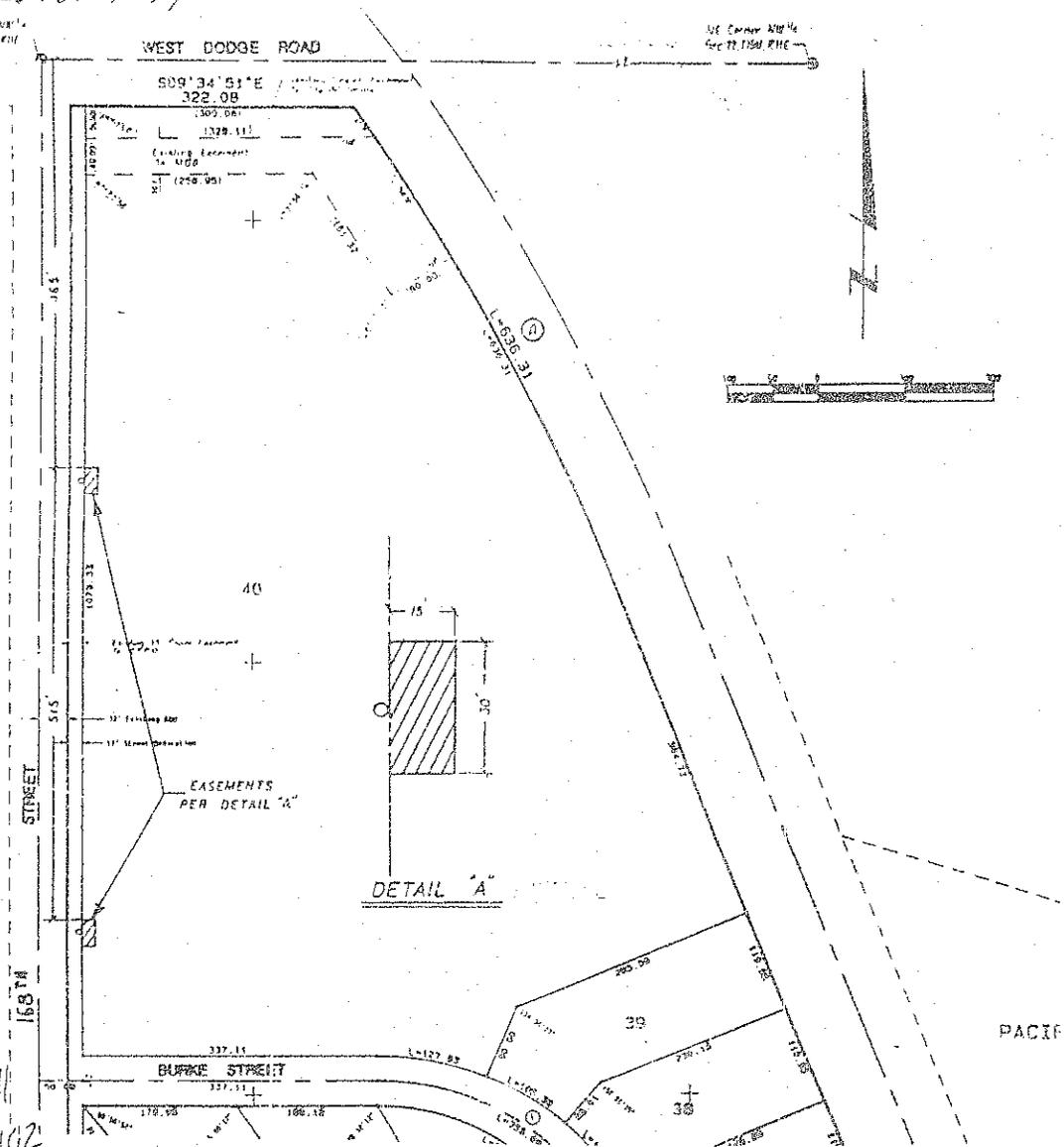
Witness my hand and Notarial Seal the date above written.

Witness my hand and Notarial Seal the date above written.

*Carol M. Barton*  
\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
NOTARY PUBLIC

**CAROL M. BARTON**  
Notary Public  
12-7-94



OPPD  
404 S 16th  
Omaha NE 68102