



BK 0824 PG 723



MISC 1987 15091

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

5-05-87

BOOK 824 PAGE 723
RIGHT-OF-WAY EASEMENT

Doc. No. _____

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:

For full legal description see attached Exhibit "A".

RECEIVED

1987 AUG 26 AM 9:50

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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

See sketch on the reverse side hereof for location of easement area herein granted.

BK 824 N 5-14-12^{SR} C/O FEE 1550
PG 723-725 5-14-12 DEL IN MC
OF Miss COMP W F/B 01-6000

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 27th day of JULY, 1987.

A. Nelson

GENERAL PARTNER
NELSEN INVESTMENTS, LTD
CENTRAL INVESTMENT CO., LTD

Transmission Engineer LKD Date 5-19-87

Property Management _____ Date _____

STATE OF
COUNTY OF

STATE OF NEBRASKA
COUNTY OF DOUGLAS

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

On this 19th day of JULY, 1987,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared
ANDREW C. NELSEN

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.

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

Witness my hand and Notarial Seal the date above
written.

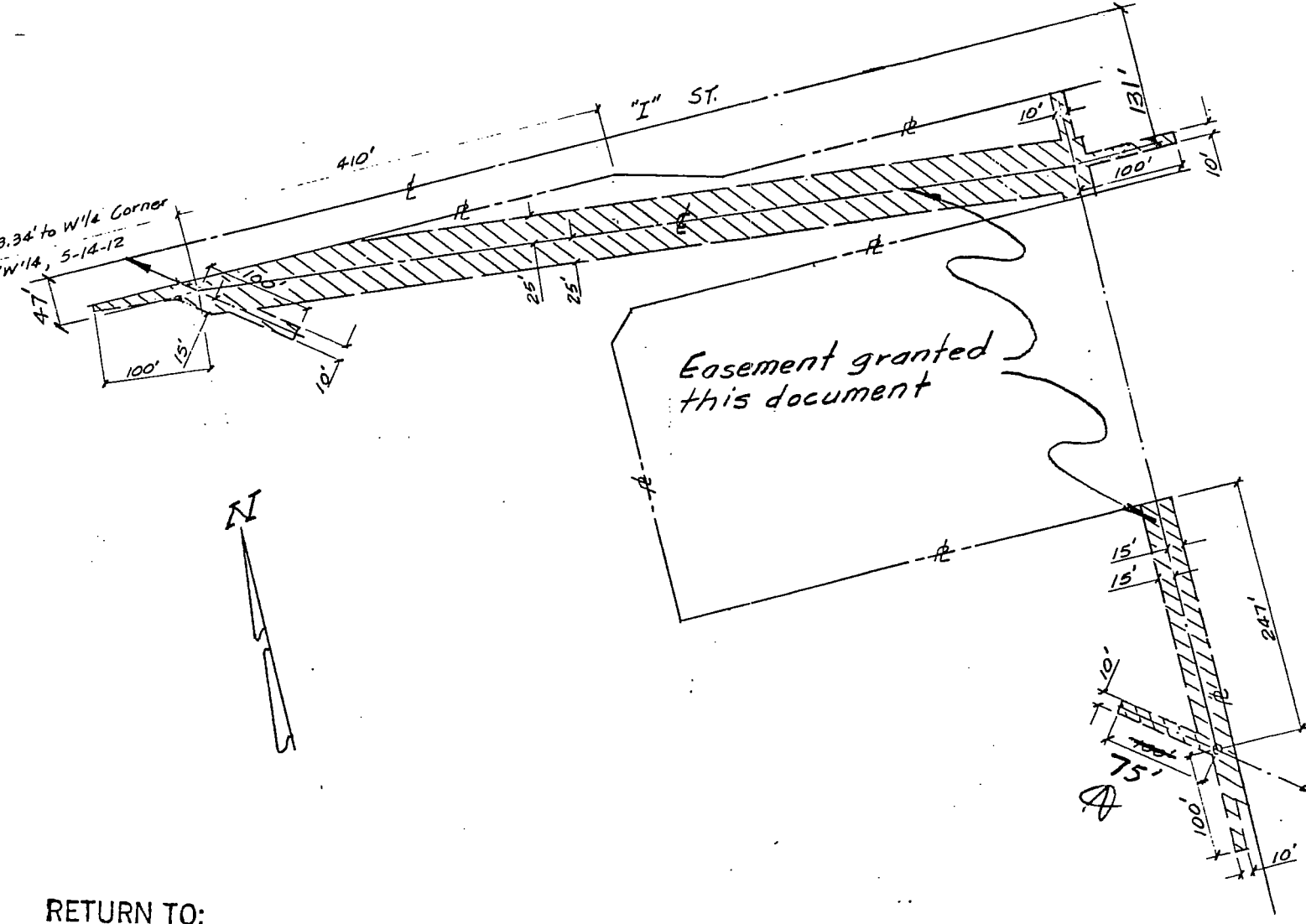
NOTARY PUBLIC



NOTARY PUBLIC

My Commission expires: _____

My Commission expires: 4-24-91



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

Exhibit "A"Legal Description

Part of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section Five (5), Township Fourteen (14) North, Range Twelve (12), East of the 6th P. M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of said Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section Five (5); thence $N90^{\circ}00'00''W$ (assumed bearing) along the South line of said Northwest Quarter (NW 1/4) of Section Five (5), a distance of Two Hundred Thirty-nine and nine tenths feet (239.9') to the Point of Beginning; thence continuing $N90^{\circ}00'00''W$, a distance of Six Hundred Ninety-three and Thirty-five hundredths feet (693.35'); thence $N34^{\circ}32'31''W$, a distance of Four Hundred Thirty-six and Twenty-three hundredths feet (436.23'); thence $N05^{\circ}41'35''W$, a distance of Seven Hundred Four and One Hundredths feet (704.01'); thence $N89^{\circ}34'39''W$, a distance of Twenty-five feet (25.0'); thence $N00^{\circ}25'21''E$, a distance of Two Hundred Nine and Ninety-eight hundredths feet (209.98'); thence $N44^{\circ}52'37''E$, a distance of Twenty-one and Twenty-one hundredths feet (21.21'); thence $S89^{\circ}56'39''E$, a distance of One Hundred Sixty-eight feet (168.0'); thence $N00^{\circ}25'21''E$, a distance of Fifteen Feet (15.0'); thence $S89^{\circ}56'39''E$, a distance of Four Hundred Twenty and Thirty-four hundredths feet (420.34'); thence $S80^{\circ}26'58''E$, a distance of One Hundred one and three tenths feet (101.3'); thence $S89^{\circ}47'49''E$, a distance of Six Hundred Ten and Ten Hundredths feet (610.10'); thence $S00^{\circ}12'57''E$, a distance of Eighty-two and Nine tenths feet (82.9'); thence $S89^{\circ}47'49''W$, a distance of Seven Hundred Thirty-five and Seventeen hundredths feet (735.17'); thence $S44^{\circ}56'00''W$, a distance of Thirty-five and Forty-one hundredths feet (35.41'); thence $S00^{\circ}00'00''W$, a distance of Two Hundred Seventy-four and ninety-eight hundredths feet (274.98'); thence $N89^{\circ}53'00''E$, a distance of Four Hundred Eighty-one and One hundredths feet (481.01'); thence $S00^{\circ}00'00''W$, a distance of Eight Hundred Ninety-six and sixty-two hundredths feet (896.62') to the point of beginning.