



BK 1350 PG 490-491



MISC 2000 11916

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Stamp Tax

Date

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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 SEP -7 AM 10:15

RECEIVED

DATE 7-20-00
TRANS

Doc.# 2.111S(007)

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, add to, maintain and operate thereon, electric transmission lines consisting of structures, down-guys, anchors, wires, underground cables and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

That part of Lots 2, 3 & 4, and vacated alley adjacent in Block 39 of the Original City of Omaha as surveyed and lithographed in Douglas County, Nebraska, more particularly described as follows:

Beginning at Northwest corner of said lot 4; thence S02°20'10"E a distance of 68.5 feet; thence S61°15'35"E a distance of 122.8 feet; thence S02°23'21"E a distance of 10.0 feet; thence N87°40'59"E a distance of 17.0 feet; thence S61°15'35"E a distance of 19.3 feet; thence N87°36'09"E a distance of 125.8 feet; thence N02°21'40"W a distance of 152.2 feet; thence S87°36'07"W a distance of 264.9 feet to the point of beginning.

The area of the above described real estate to be covered by this easement, (hereinafter the "Easement Area"), shall be as follows:

Beginning at a point on the West line of Lot 4, said point being 37.6 feet south of the Northwest corner of said lot 4; thence S02°20'10"E a distance of 30.9 feet; thence S61°15'35"E a distance of 122.8 feet; thence S02°23'21"E a distance of 10.0 feet; thence N87°40'59"E a distance of 17.0 feet; thence S61°15'35"E a distance of 19.3 feet; thence N87°36'09"E a distance of 75.8 feet; thence N63°18'09"W a distance of 66.1 feet; thence N64°40'33"W a distance of 177.5 feet to the point of beginning. See Exhibit "A" on the reverse side hereof for sketch of easement area.

CONDITIONS:

The District shall have the right of ingress and egress across the Easement Area for any purpose hereinbefore granted; provided, such ingress and egress shall be exercised in a reasonable manner.

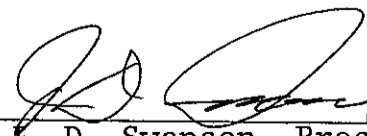
The District shall also have the right to trim or remove all trees and brush on the Easement Area as may be necessary to efficiently exercise any of the hereinbefore granted rights. All refuse from such tree and brush cutting or trimming shall be disposed of by the District, and if the Easement Area is not being utilized for cultivated crops, the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the Easement Area.

The District shall pay the Grantor and or Lessee, as their interests may appear, for all damages to growing crops, fences or other property on said real estate which may be caused by the exercise of the hereinbefore granted rights.

Grantor may cultivate, enjoy, and otherwise use the land within the Easement Area, including the right of ingress and egress across the Easement Area, provided that such use(s) shall not, in the reasonable opinion 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 Easement Area; Grantor shall not change or alter the grade of the Easement Area without the prior written approval from the District, which approval shall not be unreasonably withheld; Grantor shall not allow the burning of any materials of any nature within the Easement Area.

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 5th day of September, 2000.



J. D. Swanson, President

Nebraska Machinery Company

OWNERS SIGNATURE(S)

Misc F 50
2 FEE 1 FB
3 BKP C/O COMP
DEL SCAN FV

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way 6W/EP1
444 South 16th Street Mall
Omaha, NE 68102-2247

CORPORATE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Nebraska
COUNTY OF Douglas

STATE OF _____
COUNTY OF _____

On this 5th day of September, 2000 before me the undersigned, a Notary Public in and for said County, personally came J. D. Swanson President of Nebraska Machinery Co.

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

_____ 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 the date above written.

Witness my hand and Notarial Seal the date above written.

John R. Swanson
NOTARY PUBLIC

NOTARY PUBLIC

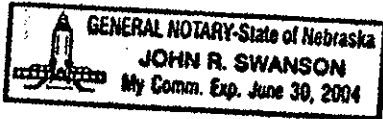
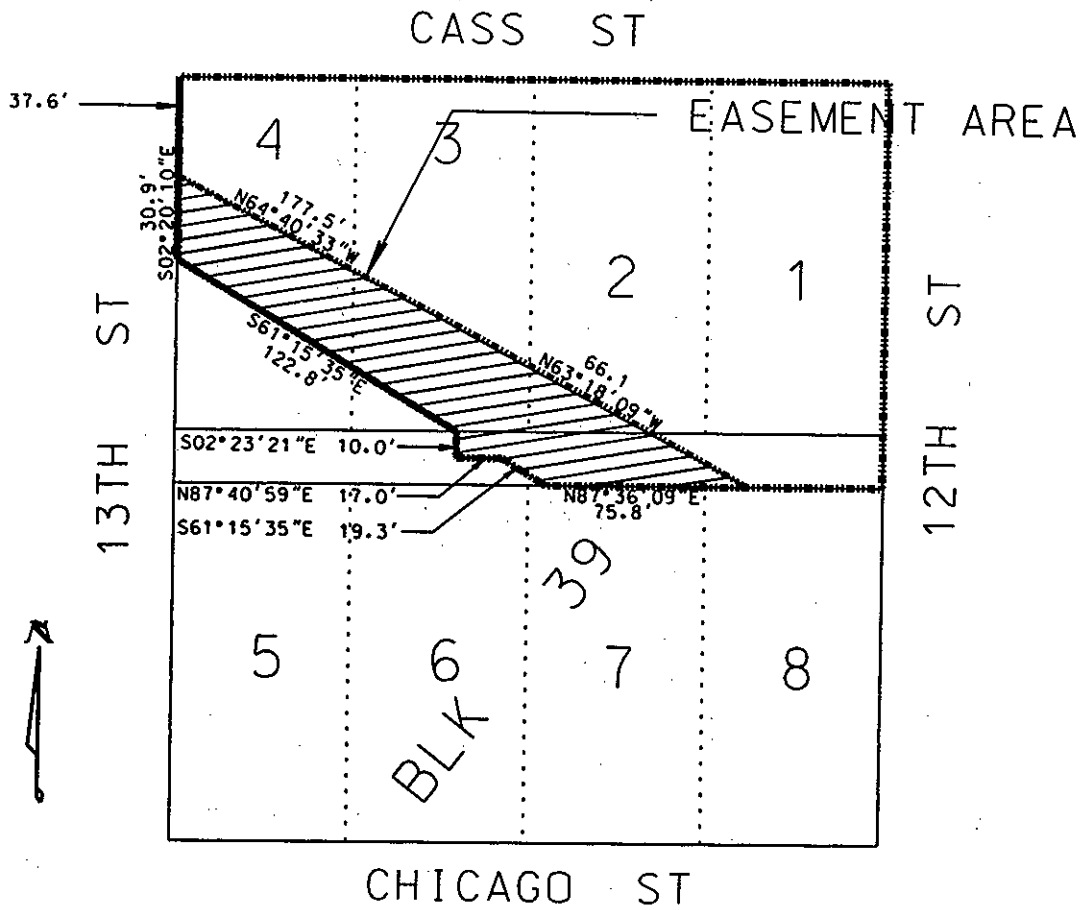


EXHIBIT "A"



Section SE 1/4 15 Township 15 North, Range 13 East County Douglas
ROW Hagan Engineer Wahl Est. # _____ W.O.# 51626