

7/80

# POOR INSTRUMENT FILED

OPPD Form No. 1-75-1  
Rev. 5/80

Distribution

RIGHT-OF-WAY EASEMENT

BOOK 637 PAGE 662

Roman A & Lorene B Diederich Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",

That part of the NE $\frac{1}{4}$  of Section 8, T14N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the NE corner of said NE $\frac{1}{4}$ ; thence S89°53'17"W (assumed bearing) on the North line of said NE $\frac{1}{4}$ , 941.18 feet to the point of beginning; thence continuing S89°53'17"W on the North line of said NE $\frac{1}{4}$ , 173.16 feet; thence S01°01'27"W on a line parallel to the East line of said NE $\frac{1}{4}$ , 853.21 feet to a point on the North line of Tammy Trail; thence southeasterly on the North line of said Tammy Trail on a 1405.48 foot radius curve to the right (chord bearing S73°26'03"E, chord distance 35.36 feet) an arc distance of 35.36 feet to a point of tangency; thence continuing S72°42'49"E on the North line of said Tammy Trail, 122.19 feet to a point of curve; thence continuing southeasterly on the North line of said Tammy Trail on a 884.89' radius curve to the left (chord bearing S79°07'51"E, chord distance 197.80') an arc distance of 198.22'; thence N01°01'27"E on a line parallel to the East line of said NE $\frac{1}{4}$ , 434.49'; thence S89°53'17"W on a line parallel to the North line of said NE $\frac{1}{4}$ , 173.17'; thence N01°01'27"E on a line parallel to the East line of said NE $\frac{1}{4}$ , 503.10 feet to the point of beginning.

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, referred to as "Grantee", 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:

The East Thirteen feet (13') of the North Three Hundred Thirteen feet (313') and the South Ten feet (10') of the North Two Hundred Seventy-eight feet (278') of the West Sixty-three feet (63') of the East Seventy-six feet (76') of the above described property.

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees 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').
- (b) The Grantees 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.
- (c) Where Grantee'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 Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) Where Grantee'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 Grantee's facilities.
- (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 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 1st day of Aug, 1980

Roman A. Diederich  
Lorene B. Diederich

STATE OF NEBRASKA  
COUNTY OF Douglas  
On this 1st day of August, 1980  
before me the undersigned, a Notary Public in and for said County and State, personally appeared

ROMAN A. DIEDERICH AND  
LORENE B. DIEDERICH  
personally to me known to be the identical person(s) and who acknowledged the execution thereof to be THEIR 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



My Commission expires: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Distribution Engineer AT Date 8/7/80; Land Rights and Services PK Date 8/6/80

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Section 8 Township 14 North, Range 11 East. Salesman Craven Engineer Dropinski Est. # 88434 W.O. # 6914

6  
Main

RECEIVED  
1980 AUG 19 AM 8:28  
C. HAROLD ESTER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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