

# POOR INSTRUMENT FILED

7/80

OPPD Form No. 1-75-1  
Rev. 5/70

RIGHT-OF-WAY EASEMENT  
BOOK 637 PAGE 663

Distribution

Ed Roman A. & Loren B. Diebrich  
of the real estate described as follows, and hereafter referred to as grantor.

Owner(s)

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 N.E. 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 S01°01'27"W, 503.10 feet; thence N89°53'17"E, 173.17 feet; thence 01°01'27"E, 503.10 feet; thence S89°53'17"W, 173.17 feet to the place 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 West Seven feet (7') of the North Two Hundred Ninety-one feet (291') and the South Ten feet (10') of the North Two Hundred Seventy-eight feet (278') of the East Sixty-seven feet (67') of the West Seventy-four feet (74') of the above described property.

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

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### CONDITIONS:

- Where Grantee's facilities are constructed Grantee 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').
- The Grantee 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.
- 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 Grantee, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- 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.
- 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 whatsoever 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. Diebrich  
Loren B. Diebrich

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, personally came ROMAN A. DIEBRICH  
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.

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. DIEBRICH  
AND LOREN B. DIEBRICH

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be LOREN 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.



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

My Commission expires: Dec 6, 1981

Distribution Engineer SA Date 8/17/80 Land Rights and Services SAK Date 8/16/80

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