

OPPD Form No. 1-75-1  
8-22-85 Rev. 3/83

BOOK 750 PAGE 667

Distribution

RIGHT-OF-WAY EASEMENT

I, Leo Smith Owner(s)  
We, \_\_\_\_\_  
of the real estate described as follows, and hereafter referred to as "Grantor",

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Six (6), Township Fifteen (15) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, lying East of the centerline of Big Papillion Drainage Ditch, except the North Two Hundred Sixty feet (260.0') thereof and except the South One Hundred Twenty-five feet (125.0') of the North Three Hundred Eighty-five feet (385.0') of the East Four Hundred Three feet (403.0') thereof.

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:

Commencing at the Northeast corner of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of said Section Six (6); thence South along the East line of said Section Six (6) a distance of Three Hundred Eighty-five feet (385.0'); thence West along a line parallel to the North line thereof a distance of Fifty feet (50.0') to the point of beginning; thence South along a line parallel to the aforesaid East line a distance of Twenty-five feet (25.0'); thence West along a parallel line to aforesaid North line a distance of Ten feet (10.0'); thence North along a line parallel to the aforesaid East line a distance of Twenty-five feet (25.0'); thence East along a line parallel to the aforesaid North line a distance of Ten feet (10.0') to the point of beginning.

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 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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Leo Smith Jr.

CORP

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Id. number

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 29 day of August, 1985,  
before me the undersigned, a Notary Public in and  
for said County and State, personally appeared

Leo Smith Jr

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

Cornie Hanken  
NOTARY PUBLIC

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

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



BK 750 Dcl. ma N 6-15-12kp Fee 10.50  
PG 667 Indx 1111 6-15-12w MC AA  
OF Misc Comp 11 Comp BS

RECEIVED  
1985 SEP -9 AM 10:32  
GEORGE J. ROULENICK  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

4660 MISC  
15

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

Distribution Engineer RLL Date 9-3-85 Property Management: RL Date 9/3/85

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Section NE 1/4 6 Township 15 North, Range 12 East

Salesman Fisher Engineer Fisher Est. # 8500745 W.O. # \_\_\_\_\_