

COUNTER 284 C.E. 284  
VERIFY 284 D.E. 284  
PROOF 1M  
FEES \$ 22.00  
CHECK # \_\_\_\_\_  
CHG OPPD CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2019-05532

03/26/2019 3:00:34 PM

*[Signature]*  
COUNTY CLERK/REGISTER OF DEEDS



Return to:  
*Rat* OMAHA PUBLIC POWER DISTRICT  
Land Management 6W/EP4  
444 South 16<sup>th</sup> Street Mall  
Omaha, Nebraska 68102-2247

OPPD Doc. #: 2,172 00(090)  
TRDS

## RIGHT-OF-WAY EASEMENT

### OEELS LLC, A NEBRASKA LIMITED LIABILITY COMPANY

("Grantor") is the owner(s) of the real estate described as follows (the "Grantor Property"):

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION OF GRANTOR PROPERTY.

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey to the OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, its successors and assigns, hereinafter referred to as "District", a permanent right-of-way easement with rights of ingress and egress thereto, to survey, construct, reconstruct, relocate, add to, maintain, install, inspect, repair, replace, renew and operate thereon, electric transmission and/or distribution 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 (the "Easement Area"):

SEE ATTACHED EXHIBIT "A" FOR THE DESCRIPTION AND SKETCH OF THE EASEMENT AREA.

#### CONDITIONS:

The District shall have the perpetual right, but not the obligation, to trim, cut, clear or remove all trees, brush and undergrowth on the Easement Area and to trim, cut, or remove any other trees located outside the Easement Area which in falling could come within fifteen (15) feet of the electric transmission and/or distribution lines 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 but not the obligation to control and impede the growth of all weeds, trees, and brush along the Easement Area and to temporarily open any fences crossing said area.

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, improvements, trees, hay or straw stacks, retaining walls or loose rock walls, 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. Grantor agrees that the property covered by said easement shall not be used in any way that will impair the rights of the District hereunder.

The District shall have the right of ingress and egress across the Grantor Property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner and only when reasonably necessary.

The District shall pay Grantor and/or any lessee of the Grantor Property, as their interests may appear, for all damages to growing crops, fences or other property on the Grantor Property which may be caused by the exercise of the hereinbefore granted rights. It is further agreed that all claims for such damages must be submitted in writing.

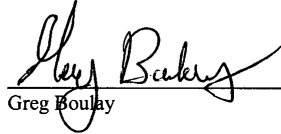
It is further agreed that the Grantor has lawful possession of said Grantor Property, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

The undersigned agrees and represents that he/she has read and understands the Right-of-Way Easement and that

this easement shall run with the land, constitutes the entire agreement between the parties, and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or natures which are not expressly set forth herein. This Right-of-Way Easement shall be binding upon the respective grantees, licensees, lessees, successors, heirs and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 18 day of March, 2019.

**OWNERS SIGNATURE(S)**

  
\_\_\_\_\_  
Greg Boulay

Title: Owner

Title: President

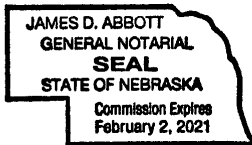
**ACKNOWLEDGEMENT**

STATE OF NEBRASKA )

) ss.

COUNTY OF Sarpy )

The foregoing instrument was acknowledged before me this 18 day of March, 2019, by Greg Boulay, the authorized representative(s) of OELS, LLC.



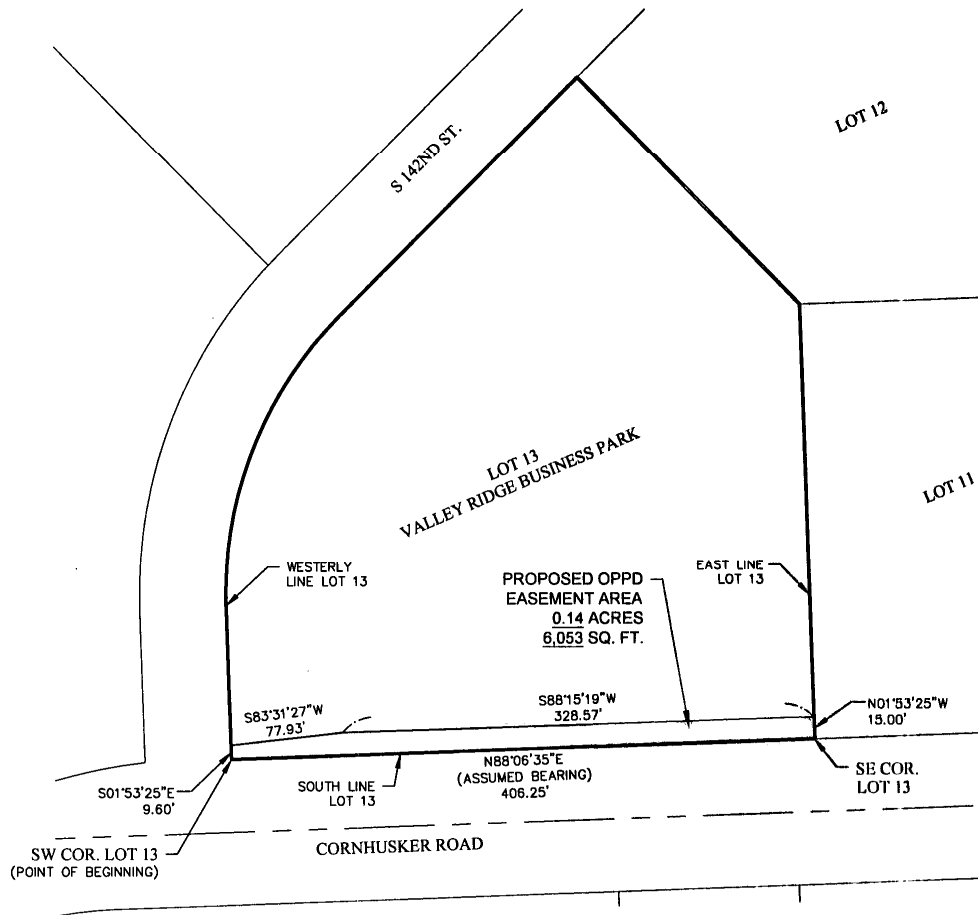
Witness my hand and Notarial Seal the date above written.

  
\_\_\_\_\_  
NOTARY PUBLIC

v.5.18

SW	1/4		Section	24	Township	14	North	Range	11	East	Sarpy	County
Line	172 STP	Structure		Subdivision	Valley Bridge					Lot	13	
ROW	JA	Customer Rep			Engineer	Hanson				W.O. #	606748-01	

OWNER - OELS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY



**LEGAL DESCRIPTION**

LOT THIRTEEN (13), IN VALLEY RIDGE BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

**EASEMENT LEGAL DESCRIPTION**

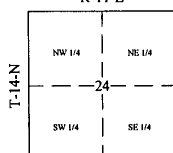
AN OMAHA PUBLIC POWER DISTRICT EASEMENT LOCATED IN LOT 13, VALLEY RIDGE BUSINESS PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 13, VALLEY RIDGE BUSINESS PARK; THENCE N88°06'35"E (ASSUMED BEARING), ON THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 406.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE N01°53'25"W ON THE EAST LINE OF SAID LOT 13, A DISTANCE OF 15.00 FEET; THENCE S88°15'19"W, A DISTANCE OF 328.57 FEET; THENCE S83°31'27"W, A DISTANCE OF 77.93 FEET TO THE WESTERLY LINE OF SAID LOT 13; THENCE S01°53'25"E ON SAID WESTERLY LINE, A DISTANCE OF 9.60 FEET TO THE POINT OF BEGINNING.

SAID OMAHA PUBLIC POWER DISTRICT EASEMENT CONTAINS 0.14 ACRES (6,053 SQ. FT.), MORE OR LESS.

**VICINITY SKETCH**

SARPY COUNTY,  
NEBRASKA  
R-11-E



SCALE	1"=100'
DRAFT	9/11/2018 JAS
CHECK	9/11/2018 BJF
APPD.	
DEPT.	LAND MANAGEMENT



**EXHIBIT "A"**  
**OPPD LINE 172**  
SARPY COUNTY, NEBRASKA  
SECTION 24, T-14-N, R-11E

TRACT # - 2.172 00(090)

SHEET NO.  
1 OF 1

2019-05532 ③