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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
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2009031065

Doc.# 2.016 00(073)

TRANS  
July 7, 2008

**RIGHT-OF-WAY EASEMENT**

**Filed: AS RECEIVED**

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, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

The Northeast Quarter (NE ¼) of Section 6, Township 15 North, Range 10 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, subject to road right of way.

The area of the above described real estate to be covered by this easement shall be as follows:

Commencing at the Center of said Section 6 and running thence N89°38'32"E (assumed bearing) along the east/west centerline line of said Section 6, a distance of 33.0 feet to the east right of way line of 270<sup>th</sup> Street and the Point of Beginning; thence N01°01'01"E, along said right of way line, a distance of 13.0 feet; thence N88°13'38"E, a distance of 487.8 feet; thence N89°40'46"E, a distance of 1184.7 feet, thence N86°13'12"E, a distance of 599.2 feet; thence N89°38'32"E, a distance of 318.9 feet to the west right of way line of 264<sup>th</sup> Street; thence S01°00'05"W along said right of way line, a distance of 60 feet to the east/west centerline line of said Section 6, thence S89°38'32"W along said centerline, a distance of 2621.4 feet to said east right of way line of 270<sup>th</sup> Street and the Point of Beginning. (See Exhibit "A" attached hereto for a sketch of easement area.)

SW NE Tom  
SE

**CONDITIONS:**

The District 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.

The District shall also have the right to burn, trim, or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all Trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District, and the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

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

Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement 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 above described easement area; Grantor shall not change or alter the grade of the right-of-way herein described without the prior written approval from the District; Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way.

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 18<sup>th</sup> day of September, 2008.

OWNERS SIGNATURE(S)  
G.F. Pesch, Inc. by Gerald Pesch, Pres.

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
% Land Rights 5E/EP2  
444 South 16th Street Mall  
Omaha, NE 68102-2247

\*\* FILED: AS IS

CORPORATE ACKNOWLEDGMENT

STATE OF

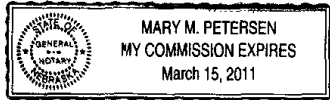
COUNTY OF

On this 18 day of Sept., 2008, before me the undersigned, a Notary Public in and for said County, personally came Gerald Pesek,

G.F. Pesek, Inc 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.

Witness my hand and Notarial Seal the date above written.

Mary M. Petersen  
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

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.

Witness my hand and Notarial Seal the date above written.

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

Exhibit "A"

