



TRANS

Doc.# 2.161 00(188)

May 1, 2006

**RIGHT-OF-WAY EASEMENT**

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:

*XNA PL 25 SW 1/4*

Lot 2, Irregular Tracts in the Southwest Quarter of Section 25, T9N, R7E of the 6<sup>th</sup> P.M., Lancaster County, Nebraska, except railroad right of way and subject to public roads and highways.

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

(See the reverse side hereof for description and sketch of easement area.)

**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 5<sup>th</sup> day of July, 2007

OWNERS SIGNATURE(S)

*Janek M Schmutz*

*Larry L Schmutz*

*OPPD EDU*

**CORPORATE ACKNOWLEDGMENT**

STATE OF  
COUNTY OF

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_ 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.

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

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Nebraska  
COUNTY OF Lancaster

On this 5<sup>th</sup> day of July, 2007, before me the undersigned, a Notary Public in and for said County and State, personally appeared Janet M Schmutte and Larry L Schmutte

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 their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Patrick R Damme  
NOTARY PUBLIC



**Easement Description:** A 90'-wide easement for electric transmission line across this parcel as shown below and further described as follows: Beginning at a point located at N 340036.66, E 2588285.73, which point is located on the south boundary and approximately 367 feet west of the southeast corner of said parcel, then S 87°54'14" W, 131.54 feet; then N 44°43'46" E, 686.33 feet; then S 01°51'15" E, 123.90 feet; then S 44°43'46" W, 505.25 feet to the point of beginning. The length of the electric transmission line is 596', more or less. The area within the easement tract is 1.23 acres, more or less.

