## AGREEMENT

This Agreement by and between HENRY J. KELLER, JR., and MARY ANN KELLER, husband and wife hereinafter sometimes referred to as Owners, and OMAHA PUBLIC POWER DISTRICT, a public corporation, hereinafter sometimes referred to as District,

## WITNESSETH:

WHEREAS, Henry J. Keller, Jr., and Mary Ann Keller, husband and wife, are the owners of real property described as follows:

The North one-half  $(N_2^1)$  of the Southeast Quarter  $(SE_4^1)$  and the Northeast Quarter  $(NE_4^1)$  of the Southwest Quarter  $(SW_4^1)$  of Section 20, Township 13 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska;

WHEREAS, in proceedings in the County Court of Sarpy County, Nebraska, the District by right of eminent domain condemned an easement upon and across Owners' said property, which easement is legally described as follows:

A strip of land 300 feet in width, 225 feet East of and parallel to and 75 feet West of and parallel to the following described reference line - Beginning at a point on the South line of said North one-half of the Southeast Quarter, said point being 1,363 feet West of the Southeast corner thereof; thence in a Northwesterly direction to a point of turning located 283 feet South of and 1,408 feet West of the Northeast corner thereof; thence in a point of leaving located on the North line thereof, 1,405 feet West of the Northeast corner thereof; and

WHEREAS, these parties have appealed said condemnation proceedings to the District Court of Sarpy County, Nebraska, and now desire to compromise and settle their controversy, part consideration for which they intend to be the licenses and undertakings herein granted and agreed to;

NOW, THEREFORE, in consideration of these premises, it is agreed by and between the parties hereto as follows:

1. That the District does hereby grant and remise to the Owners, their heirs, devisees and assigns, a permanent license to construct a roadway across the above described easement, the South boundary of which roadway shall be 522.5 feet North of the South property line of the Owners' property, above described, and which roadway shall be 50 feet in width, perpendicular to the East and West boundaries of the District's said easement, which 50-foot roadway may be excavated to a depth necessary for access across said easement to Owners' property on either side of District's said easement.

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- 2. That, in addition, the District also grants and remises to Owners, their heirs, devisees and assigns, a permanent license to construct and maintain slopes, 50 feet wide on each side of said 50-foot roadway, which slopes must not exceed the degree of slope established by the ratio of one foot of vertical depth for each one foot of horizontal distance.
- 3. That the District shall retain all of the rights in Owners' property and in said easement acquired in said condemnation proceedings except the rights granted to the Owners herein, and, by way of illustration and not in limitation thereof, it is agreed by these parties that no structures shall be erected within said easement area, and that no blasting or excavation shall be permitted within the balance of the District's easement, which extends on either side of the roadway and slopes herein licensed.
- 4. That attached hereto, marked Exhibit "A" and hereby made a part hereof, is a plat, setting forth the location and descriptions of the property, easement, licenses, uses and restrictions of use hereinabove set forth.
- That this Agreement shall be binding upon the heirs, devisees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF we have hereunto set our hands

\*\*Jovenber\*\* this 3 day of October, 1969.

Henry J. Keller, Jr. Owner

Mary (Eng) Keller Mary Ann Keller, Owner

OMAHA PUBLIC POWER DISTRICT, A public Corporation,

STATE OF NEBRASKA

**)** 

COUNTY OF SARPY

on this 3 day of October, 1969, before me a Notary profice in and for said county and state personally appeared Henry N. Keller, in and Mary Ann Keller, husband and wife, to me known for be the adentical persons who executed the foregoing instrument as consists and acknowledged that the execution of same was their voluntary act and deed.

vnires.

My Commission Expires:

18 1972

- 3 -

STATE OF NEBRASKA )

COUNTY OF DOUGLAS )

On this 30 day of October, 1969, before me a Notary Public in and for said county and state personally appeared Ralph W. Shaw, to me known to be Assistant General Manager of Omaha Public Power District, a public corporation, and the identical person who executed the foregoing instrument on behalf of said corporation, and acknowledged that his execution of the same was his voluntary act and deed and the voluntary act and deed of said public corporation.

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Notary Public

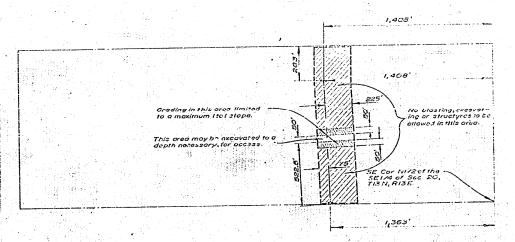
My Commission expires:

January 31 1970

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FINER: It & Miller Est Thomas Menchell & Co Jan

DEST. It & Miller 10/23/69 11/24/69



NORTH

LEGEND

Reference Line

1- Description of land -

The NI/2 of the SEI/A B the NEI/A of the SWI/A of Sec. 20, TI3N, RI3E, 6th PM., Screy County, Nebrosko

2 - Description of Easement -

A strip of land 300' in width; 225' East of and perallo' to and 75' Wost of and parallel to the following described reference line — Beginning at a point on the South line of soid N/2 of the SEI/A; said point being 1,363' Wast of the SE corner thereof; thanks in a Northwesterly direction to point of turning located 283' South of and 1,408' Wast of the NE corner thereof; theree in a Northwesterly direction to a point of leaving located on the Need to the 1,405' Wast of the NE corner thereof; theree in a Northerly direction to a point of leaving located on the

3 - Owners

Hanry J. Jr. & Mary Ann Keller, husband and wife

EXHIBIT "A"

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