

FILED

WASHINGTON COUNTY, STATE OF NEBRASKA  
INSTRUMENT NO. 2017-01195  
*Karen A. Madsen*  
REGISTER OF DEEDS

Recorded \_\_\_\_\_  
General \_\_\_\_\_  
Numerical \_\_\_\_\_  
Photostat \_\_\_\_\_  
Proofed \_\_\_\_\_  
Scanned \_\_\_\_\_

2017 APR 14 AM 11:28

KAREN A. MADSEN  
WASHINGTON COUNTY  
REGISTER OF DEEDS  
BLAIR, NE

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

OPPD Doc. #: 2.170(130)  
Date: January 7, 2017  
TRANS

**RIGHT-OF-WAY EASEMENT**

**PERCHERON HOLDINGS, LLC., a Nebraska limited liability company**  
owner(s) of the real estate described as follows, and hereafter referred to herein as "Grantor",

SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION OF PROPERTY

in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do 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 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 EXHIBIT "A" ATTACHED HERETO FOR SKETCH AND DESCRIPTION OF  
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 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 to control and impede the growth of all weeds, trees, and brush along the Easement 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, hay or straw stacks 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.

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.

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 and only when reasonably necessary.

The District shall pay the Grantor and/or Lessee, as their interests may appear, for all damages to growing crops, fences or other property on said real estate 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 within ninety (90) days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

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 1<sup>st</sup> day of March, 20 17.

**OWNERS SIGNATURE(S)**

**Percheron Holdings, LLC, a Nebraska limited liability company**

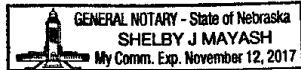
Sign: *William H. Rhea* Sign: \_\_\_\_\_  
Print: WILLIAM H RHEA Print: \_\_\_\_\_  
Title: Manager Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF Washington )

On this 1<sup>st</sup> day of March, 20 17, before me the undersigned, a Notary Public in and for said County, personally came William H. Rhea, to me personally known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.



*Shelby J. Mayash*  
NOTARY PUBLIC

**ACKNOWLEDGMENT**

STATE OF NEBRASKA            )  
  ) SS.  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_, to me personally known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be \_\_\_\_\_ voluntary act and deed for the purpose therein expressed.

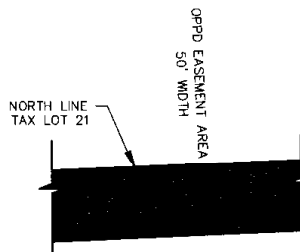
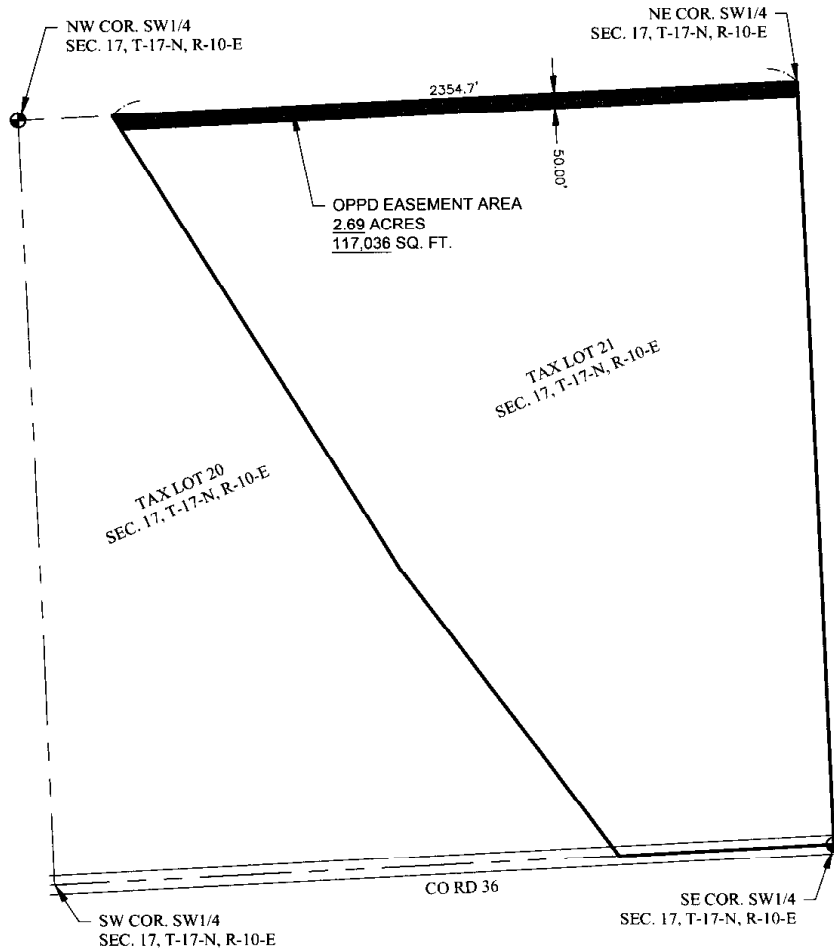
Witness my hand and Notarial Seal the date above written.

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

SW	¼	Section	17	Township	17	North	Range	10	East	Washington	County	ROW	JLS
Customer Rep				Engineer	S. Hanson			Srvc Req. #		W.O. #		526600	

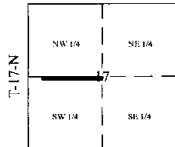
2017-01195

OWNER - PERCHERON HOLDINGS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY



**EASEMENT DETAIL**  
1"=100'

**VICINITY SKETCH**  
WASHINGTON COUNTY,  
NEBRASKA  
R-10-E



SCALE	1"=500'		<b>EXHIBIT "A"</b> <b>OPPD LINE 170</b> WASHINGTON COUNTY, NEBRASKA SECTION 17, T-17-N, R-10-E
DRAFT	10/11/2016	AWH	
CHECK	10/11/2016	JAS	
APPD.			
DEPT.	LAND MANAGEMENT		
			TRACT # - 2.170(130)
			SHEET NO. 1 OF 2

OWNER - PERCHERON HOLDINGS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

LEGAL DESCRIPTION

TAX LOT 21 OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 10 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA, SAID TAX LOT 21 BEING DESCRIBED AS THE SOUTHWEST QUARTER OF SAID SECTION 17, LESS TAX LOT 20, CONTAINING 97.22 ACRES, MORE OR LESS, SAID TAX LOT 20 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

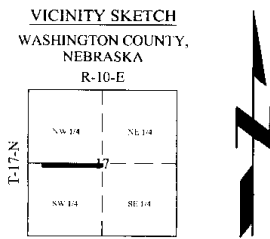
A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 10 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA, CONTAINING 67.56 ACRES, MORE OR LESS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 17 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER TO BEAR NORTH 0°02'29" EAST; THENCE NORTH 0°02' 29" EAST A DISTANCE OF 2688.80 FEET TO THE WEST QUARTER CORNER; THENCE NORTH 89°51'44" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 323.38 FEET; THENCE SOUTH 29°13'03" EAST A DISTANCE OF 1866.82 FEET; THENCE SOUTH 34°04'45" EAST A DISTANCE OF 1257.48 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°28'48" WEST ALONG SAID LINE A DISTANCE OF 1941.26 FEET TO THE POINT OF BEGINNING.


EASEMENT LEGAL DESCRIPTION

AN OMAHA PUBLIC POWER DISTRICT EASEMENT LOCATED IN TAX LOT 21 LYING IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 10 EAST OF THE SIXTH P.M., WASHINGTON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 50.00 FEET OF SAID TAX LOT 21.

SAID TRACT OF LAND CONTAINS AN AREA OF 2.69 ACRES (117,036 SQ. FT.), MORE OR LESS.



SCALE	1"=500'	
DRAFT	10/11/2016	AWH
CHECK	10/11/2016	JAS
APPD.		
DEPT.	LAND MANAGEMENT	
		
<b>EXHIBIT "A"</b> <b>OPPD LINE 170</b> WASHINGTON COUNTY, NEBRASKA SECTION 17, T-17-N, R-10-E		SHEET NO. ?? OF 2
TRACT # - 2.170(130)		