

FILED

WASHINGTON COUNTY, STATE OF NEBRASKA
INSTRUMENT NO. 2017-01206
Karen A. Madsen
REGISTER OF DEEDS

Recorded _____
General _____
Numerical _____
Photostat _____
Proofed _____
Scanned _____

2017 APR 14 PM 12:34

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

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

OPPD Doc. #: 2,170(210)
Date: January 5, 2017
TDRS

RIGHT-OF-WAY EASEMENT

711 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 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 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 1st day of March, 2017.

OWNERS SIGNATURE(S)

711 Holdings, LLC., a Nebraska limited liability company

Sign: William H Rhea III

Sign: _____

Print: William H Rhea III

Print: _____

Title: President

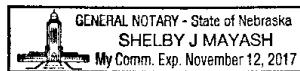
Title: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF Washington)

On this 1st day of March, 2017, before me the undersigned, a Notary Public in and for said County, personally came William H. Rhea III, President, of 711 Holdings, LLC 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)

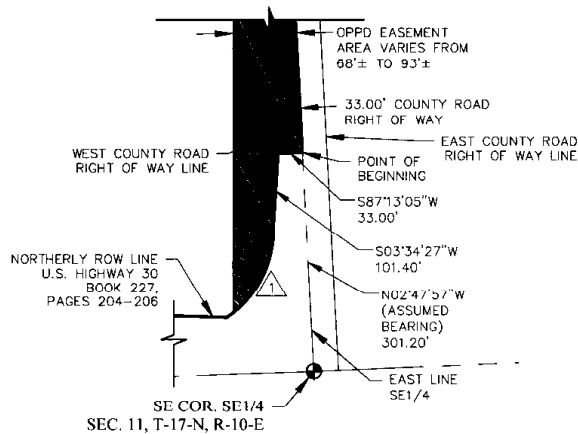
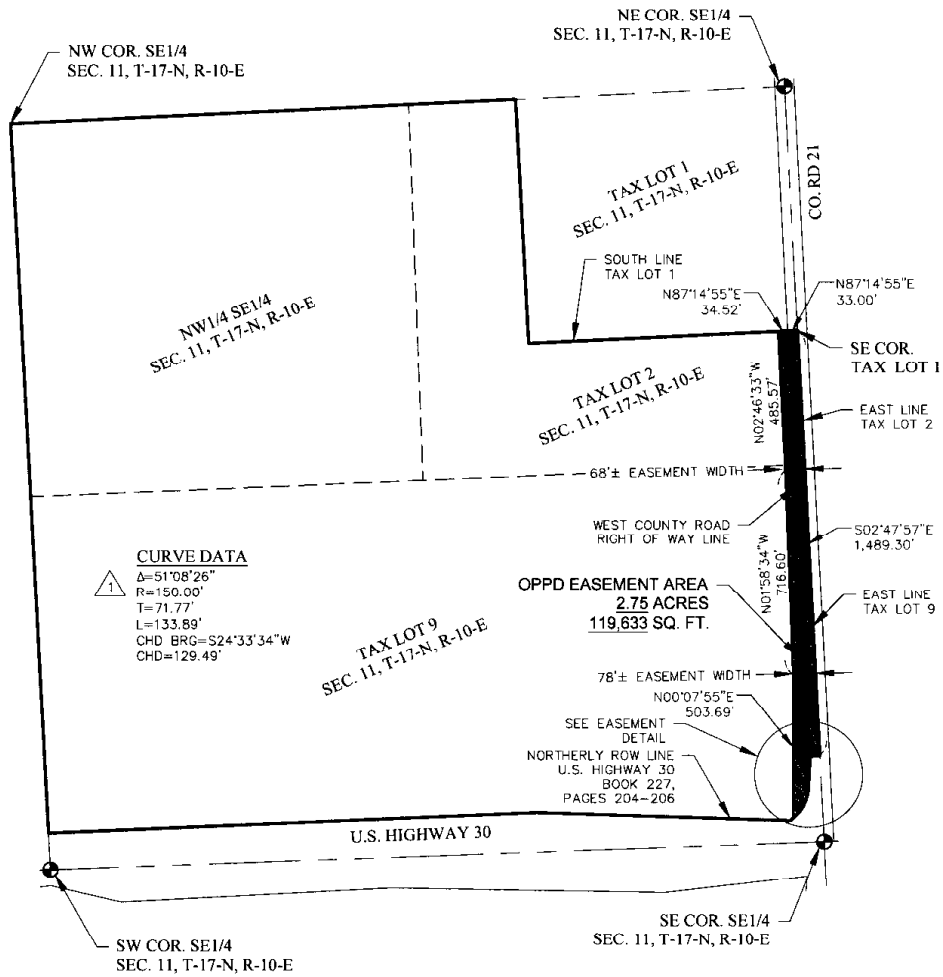
On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said County, personally came _____, _____, of _____ to me personally known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be _____ voluntary act and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

Witness my hand and Notarial Seal the date above written.

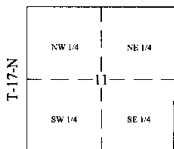
NOTARY PUBLIC

2017-01206

SF.	¼	Section	11	Township	17	North	Range	10	East	Washington	County	ROW	SJM
Customer Rep				Engineer	S. Hanson			Srvc Req. #			W.O. #	526600	



VICINITY SKETCH
 WASHINGTON COUNTY,
 NEBRASKA
 R-10-E



SCALE	1"=500'	
DRAFT	9/30/2016	AWH
CHECK	9/30/2016	JAS
APPD.		
DEPT.	LAND MANAGEMENT	



EXHIBIT "A"
OPP D LINE 170
 WASHINGTON COUNTY, NEBRASKA
 SECTION 11, T-17-N, R-10-E

TRACT # - 2.170(210)

SHEET NO.
 1 OF 2

OWNER - 711 HOLDINGS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) AND TAX LOT 2 AND TAX LOT 9, IN SECTION 11, TOWNSHIP 17 NORTH, RANGE 10, EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA

SAID TAX LOT 2 BEING DESCRIBED AS THE NE1/4 OF THE SE1/4 OF SECTION 11 LESS TAX LOT 1, ALL IN THE NE1/4 OF THE SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 10 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA, SAID TAX LOT 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 11-17-10; THENCE WESTERLY ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 11 A DISTANCE OF 920.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 11 A DISTANCE OF 852.25 FEET; THENCE EASTERLY PARALLEL WITH THE EAST-WEST 1/4 LINE A DISTANCE OF 920.0 FEET; THENCE NORTHERLY ALONG THE EAST LINE OF SECTION 11 A DISTANCE OF 852.25 FEET TO THE POINT OF BEGINNING LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 11, T-17-N, R-10-E OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA AND CONTAINING 18.0 ACRES MORE OR LESS.

SAID TAX LOT 9 BEING DESCRIBED AS THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 10 EAST OF THE 6TH P.M., WASHINGTON COUNTY, NEBRASKA, LESS A TRACT OF LAND DEEDED TO THE STATE OF NEBRASKA AS RECORDED IN BOOK 227, PAGES 204 THROUGH 206, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 10 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, NEBRASKA; DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WESTERLY A DISTANCE OF 2652.26 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTHERLY DEFLECTING 089 DEGREES, 27 MINUTES, 33 SECONDS RIGHT, A DISTANCE OF 126.84 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION; THENCE EASTERLY DEFLECTING 090 DEGREES, 10 MINUTES, 45 SECONDS RIGHT, A DISTANCE OF 1674.60 FEET; THENCE EASTERLY DEFLECTING 004 DEGREES, 18 MINUTES, 33 SECONDS RIGHT, A DISTANCE OF 867.27 FEET TO A POINT ON THE NORTHERLY EXISTING HIGHWAY 30 RIGHT OF WAY LINE; THENCE NORTHEASTERLY ON A 150.00 FOOT RADIUS CURVE TO THE LEFT, DEFLECTION TO THE INITIAL TANGENT BEING 037 DEGREES, 31 MINUTES, 28 SECONDS LEFT, A DISTANCE OF 144.91 FEET, SUBTENDING A CENTRAL ANGLE OF 055 DEGREES, 21 MINUTES 12 SECONDS ALONG SAID RIGHT OF WAY LINE; THENCE NORTHERLY DEFLECTING 004 DEGREES, 35 MINUTES, 07 SECONDS RIGHT, A DISTANCE OF 101.40 FEET ALONG SAID RIGHT OF WAY LINE; THENCE EASTERLY DEFLECTING 083 DEGREES, 38 MINUTES, 39 SECONDS RIGHT, A DISTANCE OF 33.00 FEET; THENCE SOUTHERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS RIGHT, A DISTANCE OF 301.20 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING CONTAINING 7.69 ACRES, MORE OR LESS, WHICH INCLUDES 3.56 ACRES, MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC HIGHWAY.

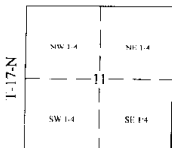
EASEMENT LEGAL DESCRIPTION


AN OMAHA PUBLIC POWER DISTRICT EASEMENT LOCATED IN TAX LOT 2 AND TAX LOT 9 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 10 EAST OF THE SIXTH P.M., WASHINGTON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 10 EAST OF THE SIXTH P.M., WASHINGTON COUNTY, NEBRASKA; THENCE N02°47'57"W (ASSUMED BEARING) ON THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 301.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF UNITED STATES HIGHWAY 30, AS DESCRIBED IN BOOK 227, PAGES 204 THROUGH 206 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WASHINGTON COUNTY, NEBRASKA, AND THE POINT OF BEGINNING; THENCE S87°13'05"W ON SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 33.00 FEET; THENCE S03°34'27"W CONTINUING ON SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 101.40 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY CONTINUING ON SAID NORTHERLY RIGHT OF WAY LINE, ON A 150.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 133.89 FEET, THE CHORD OF SAID CURVE BEARS S24°33'34"W, A DISTANCE OF 129.49 FEET; THENCE N00°07'55"E, A DISTANCE OF 503.69 FEET; THENCE N01°58'34"W, A DISTANCE OF 716.60 FEET; THENCE N02°46'33"W, A DISTANCE OF 485.57 FEET TO THE SOUTH LINE OF TAX LOT 1 OF SAID SECTION 11; THENCE N87°14'55"E ON SAID SOUTH LINE, A DISTANCE OF 34.52 FEET TO THE WEST RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE CONTINUING N87°14'55"E ON SAID SOUTH LINE, A DISTANCE OF 33.00 FEET OF THE SOUTHEAST CORNER OF SAID TAX LOT 1; THENCE S02°47'57"E ON THE EAST LINE OF TAX LOT 2 OF SAID SECTION 11, AND THE EAST LINE OF TAX LOT 9 OF SAID SECTION 11, A DISTANCE OF 1489.30 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 2.75 ACRES (119,633 SQ. FT.), MORE OR LESS, WHICH INCLUDES 1.13 ACRES (49,147 SQ. FT.), MORE OR LESS, OF CURRENTLY OCCUPIED PUBLIC ROAD RIGHT OF WAY.

VICINITY SKETCH
WASHINGTON COUNTY,
NEBRASKA
R-10-E



SCALE		<p align="center">EXHIBIT "A" OPPD LINE 170 WASHINGTON COUNTY, NEBRASKA SECTION 11, T-17-N, R-10-E</p>		
DRAFT	9/30/2016			AWH
CHECK	9/30/2016			JAS
APPD.				
DEPT.	LAND MANAGEMENT			
			TRACT # - 2.170(210)	
			SHEET NO. 2 OF 2	

2017-01206