6/24/80

OPPD Form No. 1-75-1
Rev. 5/80

Distribution

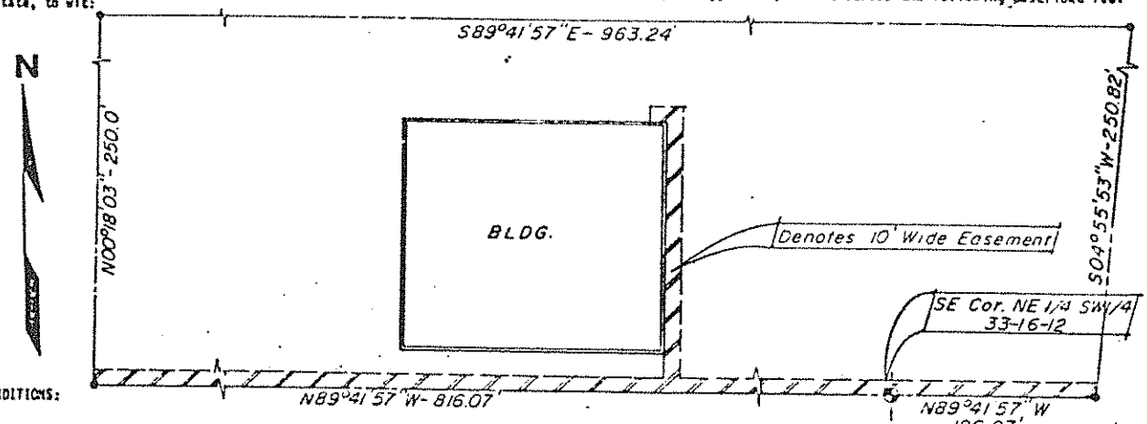
RIGHT-OF-WAY EASEMENT

BOOK 638 PAGE 170

I, We, David A. Wiesman, Trustee Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

A tract of land lying in part of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) and part of the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section Thirty-three (33), Township Sixteen (16) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows: Beginning at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section Thirty-three (33), Township Sixteen (16) North, Range Twelve (12), East; thence North 89°41'57" West along the South line of said Northeast Quarter of the Southwest Quarter a distance of 816.07 feet; thence North 00°18'03" East a distance of 250.00 feet; thence South 89°41'57" East parallel with the South line of said Northeast Quarter of the Southwest Quarter a distance of 963.24 feet to the West Right-of-Way line of Interstate Highway #680; thence South 04°55'53" West along said Right-of-Way a distance of 250.82 feet to the South line of the Northwest Quarter of the Southeast Quarter of Section 33, Township 16 North, Range 12 East; thence North 89°41'57" West along said South line a distance of 126.93 feet to the point of beginning.

In consideration of the sum of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, referred to as "Grantee", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities ~~over, upon, above, along,~~ under, in and across the following described real estate, to wit:



CONDITIONS:

(a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').

(b) The Grantees 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.

(c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses. The Grantee shall pa the Grantor or Lessee, as their interests may appear, for all damages to land-

~~(d) Where Grantee's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to Grantee's facilities.~~ scaping and/or personal property which may be caused by the exercise of the hereinbefore granted rights.

(e) It is further agreed that 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 whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this _____ day of _____, 19____.

David A. Wiesman, Trustee

STATE OF

COUNTY OF

On this _____ day _____, 19____, before me the undersigned, a notary public in and for said County, personally came _____

President 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 at _____ in said County the day and year last above written.

NOTARY PUBLIC

My Commission expires: _____

STATE OF Nebraska

COUNTY OF Douglas

On this 15 day of August, 19 80 before me the undersigned, a Notary Public in and for said County and State, personally appeared David A. Wiesman

personally to me known to be the identical person(s) 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.

DOROTHY J. RICHARDS GENERAL NOTARY COMMISSION EXPIRES JULY 2, 1982 STATE OF NEBRASKA

Dorothy J. Richards
NOTARY PUBLIC

My Commission expires: July 2, 1982

Distribution Engineer [illegible] Date 8/21/80; Land Rights and Services [illegible] Date 8/19/80

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.

Section 33 Township 16 North, Range 12 East Salesman Horstman Engineer Rokicki Est. #34168 W.O. #7052

12 Misc

RECEIVED
1980 AUG 29 AM 8:45
C. HARRIS CUTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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Of. [illegible]

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