

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way 6W/EP1
444 South 16th Street Mall
Omaha, NE 68102-2247

96-019853

96 APR 20 PM 4:17

REGISTER OF DEEDS

County SA
Verify SA
D.E. SA
Proof SA
Fee \$ 10.50
Ck
Cash
Cdn OPRA

Doc.# _____

TRANS

April 21, 1995

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 PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a subdivision of the State of Nebraska, (hereinafter called "Grantor"), for itself and for its successors and assigns, hereby quitclaims to OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, (hereinafter called "District"), a permanent right-of-way and easement to survey, construct, reconstruct, relocate, add to, maintain and operate, electric transmission and/or distribution lines consisting of structures, down guys, anchors, wires, underground cables and other necessary fixtures and equipment in, over, upon, above, along, under, and across certain portions of the following described real estate, to wit:

Parts of the abandoned Union Pacific Railroad Company right-of-way conveyed in that certain Quitclaim Deed dated January 10, 1995, from Union Pacific Railroad Company to Papio-Missouri River Natural Resources District filed for record January 19, 1995, as Instrument Number 95-00764, in the office of the Register of Deeds of Sarpy County Nebraska, across Section 21, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

The portions of the above described real estate to be covered by this easement (such portions hereinafter being referred to collectively as "the Easement Area") are graphically depicted in the diagrams on Page 2 of this document and are legally described as follows:

A strip of land one hundred fifty (150) feet wide located in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 21, Township 14 North, Range 12 East of the 6th P.M., in Sarpy County, Nebraska, more particularly described as follows:

Beginning at a point on the southwesterly right-of-way line of said abandoned railroad that is 18.5 feet North and 417.1 feet East of the center of said Section 21; thence N 53° 52' W, a distance of 254.4 feet along said southwesterly right-of-way line; thence N 90° 00' E, a distance of 169.6 feet to a point on the northeasterly right-of-way line of said abandoned railroad; thence S 53° 52' E, a distance of 254.4 feet along said northeasterly right-of-way line; thence S 90° 00' W, a distance of 169.6 feet to the point of beginning.

Also, a strip of land one hundred (100) feet wide located in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 21, Township 14 North, Range 12 East of the 6th P.M., in Sarpy County, Nebraska, more particularly described as follows:

Beginning at a point on the southwesterly right-of-way line of said abandoned railroad that is 47.1 feet North and 379.2 feet East of the center of said Section 21; thence N 90° 00' E, a distance of 169.6 feet to a point on the northeasterly right-of-way line of said abandoned railroad; thence S 53° 52' E, a distance of 169.6 feet along said northeasterly right-of-way line; thence S 90° 00' W, a distance of 169.6 feet to the southwesterly right-of-way line of said abandoned railroad; thence N 53° 52' W, a distance of 169.6 feet along said southwesterly right-of-way line to the point of beginning.

CONDITIONS:

The District shall have the right of ingress and egress over and across the Easement Area for any purpose hereinbefore granted; provided, such ingress and egress shall be exercised in a reasonable manner.

The District shall also have the right to trim, remove or impede the growth of brush, weeds, and non-ornamental plants and non-ornamental trees in all those portions of on the Easement Area which are not being cultivated, as may be necessary for the District to efficiently exercise any of the hereinbefore granted rights. All refuse from such trimming or removal shall be disposed of by the District.

The District shall pay the Grantor, its successors and assigns and their Lessees, 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 easement rights.

The Grantor shall have the reserved right to cultivate, enjoy, and otherwise use the land within the Easement Area, including, but not limited to the right to construct, operate, and maintain trails, levees, channels, and other public improvements within the Easement Area; provided, however, that such uses shall not endanger the District's electric transmission and/or distribution lines or unreasonably interfere with the hereinbefore granted

019853

easement rights. In the event the Grantor's construction, operation or maintenance of any such public improvements shall, in the opinion of the Grantor, require relocation of the District's structures, down guys, anchors, wires, underground cables or fixtures or equipment within the Easement Area, such relocations shall be performed by the District, at the District's sole cost and expense, within a reasonable time after written request therefor has been made by the Grantor. Grantor shall not allow any other buildings, structures, or any hay or straw stacks or other personal property, to be erected or maintained in Easement Area. Grantor shall not change the grade of the Easement Area without the prior written approval from the District, which approval shall not be unreasonably withheld. Grantor shall not burn, or allow the burning of, any materials of any nature within the Easement Area.

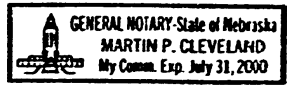
IN WITNESS WHEREOF, the Owner have executed this instrument this 19th day of September, 1996 *pc*

PAPIO-MISSOURI NATURAL RESOURCES DISTRICT, Grantor
 By Steven G. Oltmans
 Steven G. Oltmans, General Manager

STATE OF NEBRASKA)
) SS
 COUNTY OF SARPY)

On this 19th day of September, 1996 *pc*, before me the undersigned, a Notary Public in and for said County, personally came Steven G. Oltmans, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT personally to me known to be the identical person who signed the foregoing instrument as grantor 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.



Martin P. Cleveland
 NOTARY PUBLIC

