

2019-07962

04/25/2019 1:59:07 PM

*K. Koughalain*  
COUNTY CLERK/REGISTER OF DEEDS

COUNTER 281 C.E. [Signature]  
VERIFY [Signature] D.E. [Signature]  
PROOF [Signature]  
FEES \$ 28.00  
CHECK # \_\_\_\_\_  
CHG OPPD CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_



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

OPPD Doc. #: 2.172.00(0135)  
TRDS

**RIGHT-OF-WAY EASEMENT**

**ROYAL LAND INC. A NEBRASKA NONPROFIT CORPORATION**

("Grantor") is the owner(s) of the real estate described as follows (the "Grantor Property").

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF GRANTOR PROPERTY

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does 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 ATTACHED EXHIBIT "A" FOR EASEMENT LEGAL DESCRIPTION

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 and/or distribution 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 but not the obligation to control and impede the growth of all weeds, trees, and brush along the Easement Area and to temporarily open any fences crossing said 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, improvements, trees, hay or straw stacks, retaining walls or loose rock walls, 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.

The District shall have the right of ingress and egress across the Grantor 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 Grantor and/or any lessee of the Grantor Property, as their interests may appear, for all damages to growing crops, fences or other property on the Grantor Property 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.

It is further agreed that the Grantor has lawful possession of said Grantor Property, 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 asserting any right, title or interest prior to or contrary to this conveyance.

To the extent of its liability under the Nebraska Political Subdivisions Tort Claims Act, District shall indemnify and hold Grantor harmless from and against any and all third party claims for damage to property, personal injury or death to the extent arising from the use of the Easement Area by District, its employees, contractors or invitees; provided,

that, such indemnification obligation shall not extend to Grantor to the extent such damages are caused by Grantor's negligence.

In the event District removes its improvements and abandon the Easement Arca for a period of five years, then this Easement shall terminate and revert in full to the Grantor and/or Grantor's successors or assigns.

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 18<sup>th</sup> day of April, ~~2020~~ 2019

**OWNERS SIGNATURE(S)**

*Dave Reddel*  
Title: Presid, Royal Land Board

\_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of April, 2019,  
by Dave Reddel,  
the authorized representative(s) of Royal Land Inc.

Witness my hand and Notarial Seal the date above written.

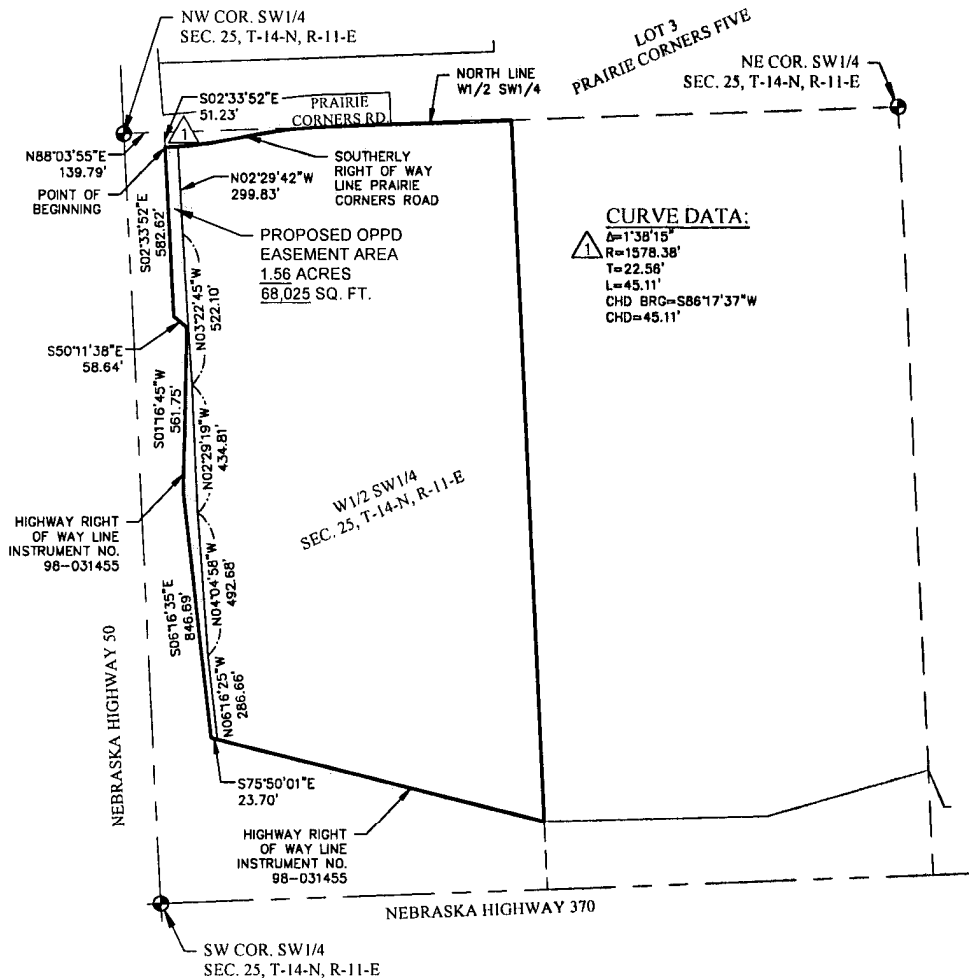
*Heather Ruhter*  
NOTARY PUBLIC



v.5.18

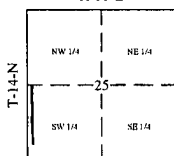
W	1/2	SW	1/4	Section	25	Township	14	North	Range	11	East	Sarpy	County
Line	172			Structure		Subdivision					Lot		
ROW	BL			Customer Rep				Engineer	Hanson			W.O. #	606748-01

OWNER - ROYAL LAND, INC., A NEBRASKA NON-PROFIT CORPORATION



**VICINITY SKETCH**

SARPY COUNTY,  
NEBRASKA  
R-11-E



SCALE	1"=500'	
DRAFT	9/17/2018	JAS
CHECK	9/17/2018	JDB
APPD.		
DEPT.	LAND MANAGEMENT	



**EXHIBIT "A"**  
**OPPD LINE 172**  
SARPY COUNTY, NEBRASKA  
SECTION 25, T-14-N, R-11-E

TRACT # - 2.172 00(135)

SHEET NO.  
1 OF 2

OWNER - ROYAL LAND, INC., A NEBRASKA NON-PROFIT CORPORATION

**LEGAL DESCRIPTION**

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, EXCEPT THOSE PARTS TAKEN BY THE RETURN OF APPRAISERS FILED IN BOOK 22 AT PAGE 332 AND IN BOOK 47 AT PAGE 643, AND EXCEPT A TRACT OF LAND CONVEYED TO THE STATE OF NEBRASKA, DEPARTMENT OF ROADS, BY WARRANTY DEED FILED AS INSTRUMENT NO. 98-31455. (NOTE: PART OF THE WEST 1/2 IS NOW CONTAINED IN THE PLAT OF PRAIRIE CORNERS TWO.) SAID TRACT OF LAND PREVIOUSLY DESCRIBED IN INSTRUMENT NUMBER 98-31455, IS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR SARPY COUNTY, NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE NORTHERLY A DISTANCE OF 2645.24 FEET ALONG THE WESTERLY LINE OF SAID QUARTER SECTION TO THE NORTHWEST CORNER OF THE SAID WEST HALF OF THE SAID QUARTER SECTION; THENCE EASTERLY DEFLECTING 090 DEGREES, 37 MINUTES, 23 SECONDS RIGHT ALONG THE NORTHERLY LINE OF THE SAID QUARTER SECTION FOR A DISTANCE OF 140.01 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF HIGHWAY N-50; THENCE SOUTHERLY DEFLECTING 089 DEGREES, 23 MINUTES, 28 SECONDS RIGHT, ALONG THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF HIGHWAY N-50 FOR A DISTANCE OF 633.85 FEET; THENCE SOUTHEASTERLY DEFLECTING 047 DEGREES, 38 MINUTES, 57 SECONDS LEFT, A DISTANCE OF 58.64 FEET; THENCE SOUTHERLY DEFLECTING 051 DEGREES, 28 MINUTES, 23 SECONDS RIGHT, A DISTANCE OF 561.75 FEET; THENCE CONTINUING SOUTHERLY DEFLECTING 007 DEGREES, 33 MINUTES, 20 SECONDS LEFT, A DISTANCE OF 846.69 FEET; THENCE EASTERLY DEFLECTING 069 DEGREES, 33 MINUTES, 28 SECONDS LEFT, A DISTANCE OF 1182.76 FEET TO A POINT ON THE EASTERLY LINE OF THE SAID WEST HALF OF SAID QUARTER SECTION; THENCE SOUTHERLY DEFLECTING 073 DEGREES, 18 MINUTES, 29 SECONDS RIGHT, ALONG THE SAID EASTERLY LINE OF THE SAID WEST HALF OF SAID QUARTER SECTION, FOR A DISTANCE OF 237.12 FEET TO THE SOUTHEAST CORNER OF THE SAID WEST HALF OF SAID QUARTER SECTION; THENCE WESTERLY DEFLECTING 090 DEGREES, 30 MINUTES, 21 SECONDS RIGHT, ALONG THE SOUTHERLY LINE OF THE SAID QUARTER SECTION, FOR A DISTANCE OF 1333.12 FEET TO THE POINT OF BEGINNING CONTAINING 20.71 ACRES, MORE OR LESS, WHICH INCLUDES 11.26 ACRES, MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC HIGHWAY.

**EASEMENT LEGAL DESCRIPTION**

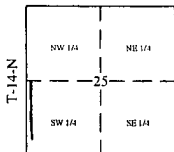
AN OMAHA PUBLIC POWER DISTRICT EASEMENT LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


REFERRING TO THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE N88°03'55"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 139.79 FEET; THENCE S02°33'52"E, A DISTANCE OF 51.23 FEET TO THE HIGHWAY RIGHT OF WAY LINE AS DESCRIBED IN INSTRUMENT NUMBER 98-031455, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR SARPY COUNTY, NEBRASKA, AND THE POINT OF BEGINNING; THENCE SOUTHERLY ON SAID HIGHWAY RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: S02°33'52"E, 582.62 FEET; S50°11'38"E, 58.64 FEET; S01°16'45"W, 561.75 FEET; S06°16'35"E, 846.69 FEET; S75°50'01"E, 23.70 FEET; THENCE N06°16'25"W, A DISTANCE OF 286.66 FEET; THENCE N04°04'58"W, A DISTANCE OF 492.68 FEET; THENCE N02°29'19"W, A DISTANCE OF 434.81 FEET; THENCE N03°22'45"W, A DISTANCE OF 522.10 FEET; THENCE N02°29'42"W, A DISTANCE OF 299.83 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PRAIRIE CORNERS ROAD, AS PLATTED IN PRAIRIE CORNERS FIVE; THENCE WESTERLY ON A 1,578.38 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, AND ON SAID SOUTHERLY RIGHT OF WAY LINE, AN ARC DISTANCE OF 45.11 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID CURVE BEARS S86°17'37"W, 45.11 FEET.

SAID OMAHA PUBLIC POWER DISTRICT EASEMENT CONTAINS AN AREA OF 1.58 ACRES (68,025 SQ. FT.), MORE OR LESS.

**VICINITY SKETCH**

SARPY COUNTY,  
NEBRASKA  
R-11-E



SCALE			<b>EXHIBIT "A"</b> <b>OPPD LINE 172</b> SARPY COUNTY, NEBRASKA SECTION 25, T-14-N, R-11-E
DRAFT	9/17/2018	JAS	
CHECK	9/17/2018	JDB	
APPD.			
DEPT.	LAND MANAGEMENT		
			TRACT # - 2.172 00(135)
			SHEET NO. 2 OF 2

2019-07962 (4)