

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2018-16174

07/13/2018 3:44:25 PM

Clay J. Dowling

REGISTER OF DEEDS

COUNTER ab C.E. ab
VERIFY ab D.E. th
PROOF _____
FEES \$ 16.00
CHECK# _____
CHG OPPA CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____



OPPD Doc. #: _____
Date: May 21, 2018
UNG

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

ALL

RIGHT-OF-WAY EASEMENT

GDC 370, LLC, a Nebraska limited liability company

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

Lot 2, Northridge Estates Replat Six, an addition to the City of Gretna, Sarpy County, Nebraska, EXCEPT that part conveyed to The State of Nebraska, Department of Roads by Warranty Deed – Individual file September 18, 2009 at Instrument No. 2009-30693, records of Sarpy County Nebraska, more fully described as follows: Beginning at the Northeast corner of said Lot 2, also being a point on the South right of way line of existing Highway 370; thence Westerly a distance of 200.27 feet along said right of way line to the Northwest corner of said lot; thence Easterly deflecting 172°56'03" left, a distance of 200.38 feet to a point on the East line of said Lot 2; thence Northerly deflecting 93°46'55" left, a distance of 24.69 feet along said line to the point of beginning.

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, 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, hereafter referred to as "District", a permanent right-of-way easement with rights of ingress and egress thereto, to survey, construct, reconstruct, inspect, operate, maintain, inspect, repair, replace, renew, add to, and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other necessary fixtures and equipment upon, over, along, under, in and across the following described real estate (the "Easement Area"):

The East Five (5) feet AND the South Eight (8) feet of the East Eight (8) feet of the above described real estate.

CONDITIONS:

The District shall have the perpetual right, but not the obligation, to cut, clear or remove all trees, roots, brush, undergrowth and other obstructions from the surface and subsurface of the Easement Area and to temporarily open any fences crossing said area. 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 obligation 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 buildings, structures, improvements, trees, retaining walls or loose rick walls placed in said Easement Area, but the same may be used for gardens shrubs, landscaping, paving and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. Grantor agrees that the existing grade of the Easement Area shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

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 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 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 asserting any right, title or interest prior to or contrary to this conveyance.

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 5 day of July, 2018.

OWNERS SIGNATURE(S)

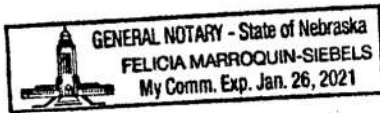
GDC 370, LLC.

Sign: [Signature] Sign: _____
Print: Eric Wieseler Print: _____
Title: Manager Title: _____

ACKNOWLEDGMENT

STATE OF NE)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 5 day of July, 2018,
by Eric Wieseler



Witness my hand and Notarial Seal the date above written.

[Signature]
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

NW	¼	¼	Section	31	Township	14	North	Range	11	East	Sarpy	County
ROW	ARE	Customer Rep	Krepla		Subdivision	Northridge Estates Replat 6	Lot	2				
					Engineer					W.O. #		