

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-004268  
99 FEB 12 AM 8:17  
*Glenn J. Downing*  
REGISTER OF DEEDS

99-004268  
Counter *RSK*  
Verify *D*  
D.E. *SM*  
Proof \_\_\_\_\_  
Fee \$ 15.50  
ck  Cash  Chg  OPPD

TRANS  
January 11, 1999

Doc.# 2.086 00(008)

**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 undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereinafter called "District", a permanent right-of-way easement to survey, construct, reconstruct, transmission and or distribution lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

Tax Lot 4 in the Northeast Quarter (NE¼) of Section 23, Township 14 North, Range 11 East of the 6<sup>th</sup>. P.M., Sarpy County, Nebraska.

The area of the above described real estate to be covered by this easement shall be as follows:

The West 20 feet of Tax Lot 4. This easement area shall be for overhang only and no poles or anchors will be placed within this described real estate.

The South 21.5 feet of the North 54.5 feet of the West 143.5 feet of Tax Lot 4. This easement area shall be utilized for the placement of anchors. (See Exhibit "A" attached)

**CONDITIONS:**

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.

The District shall also have the right to burn, trim, or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all Trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District, and the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.

Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement 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 above described easement area; Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way.

Grantee agrees to the initial installation of the anchors at a predetermined elevation provided by the Grantor, which said elevation shall be provided to OPPD no later than February 1, 1999. After installation, Grantor shall not change or alter the grade of the right-of-way more than two feet (2') without the prior written approval from the District, which permission shall not be unreasonably withheld.

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.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 26<sup>th</sup> day of January, 1999.

*RRR*

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
% Right of Way 6W/S-1  
444 South 16th Street Mall  
Omaha, NE 68102-2247

004268

< ACKNOWLEDGEMENTS ON THE REVERSE SIDE HEREOF >

Frank J. Wear  
Frank J. Wear

99-004268 A

Marjorie H. Wear  
Marjorie H. Wear

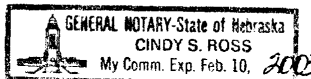
ACKNOWLEDGMENT

STATE OF Nebraska  
COUNTY OF Douglas

On this 26<sup>th</sup> day of Jan, 19 99, before me the undersigned, a Notary Public in and for said County and State, personally appeared Frank J. Wear & Marjorie H. Wear personally to me known to be the identical person(s) 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.

Cindy S. Ross  
NOTARY PUBLIC



John R. McCormack  
John R. McCormack

Helen B. McCormack  
Helen B. McCormack

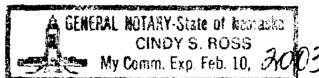
ACKNOWLEDGMENT

STATE OF Nebraska  
COUNTY OF Douglas

On this 28<sup>th</sup> day of Jan, 19 99, before me the undersigned, a Notary Public in and for said County and State, personally appeared John R. McCormack & Helen B. McCormack personally to me known to be the identical person(s) 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.

Cindy S. Ross  
NOTARY PUBLIC



John J. Hanley  
John J. Hanley

Kathleen Hanley  
Kathleen Hanley

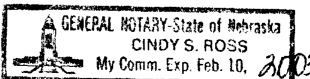
ACKNOWLEDGMENT

STATE OF Nebraska  
COUNTY OF Douglas

On this 25<sup>th</sup> day of Jan, 19 99, before me the undersigned, a Notary Public in and for said County and State, personally appeared John J. Hanley & Kathleen Hanley personally to me known to be the identical person(s) 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.

Cindy S. Ross  
NOTARY PUBLIC



Robert E. Wear Jr.  
Robert E. Wear Jr., Personal Representative  
of Robert E. Wear Estate - Deceased

Frances R. Wear  
Frances R. Wear, Personal Representative  
of Robert E. Wear Estate - Deceased RW RH

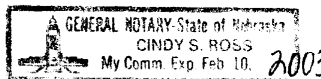
ACKNOWLEDGMENT

STATE OF Nebraska  
COUNTY OF Douglas

On this 24<sup>th</sup> day of Jan, 19 99, before me the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Wear Jr. & Frances R. Wear personally to me known to be the identical person(s) 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.

Cindy S. Ross  
NOTARY PUBLIC



Ruth A. Kuehl

99-004268B

Ruth A. Kuehl, Personal Representative  
of Robert E. Wear Estate - Deceased

ACKNOWLEDGMENT

STATE OF Nebraska  
COUNTY OF Douglas

On this 24<sup>th</sup> day of Jan, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ruth A. Kuehl personally to me known to be the identical person(s) 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.

Cindy S. Ross  
NOTARY PUBLIC

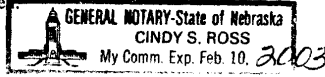
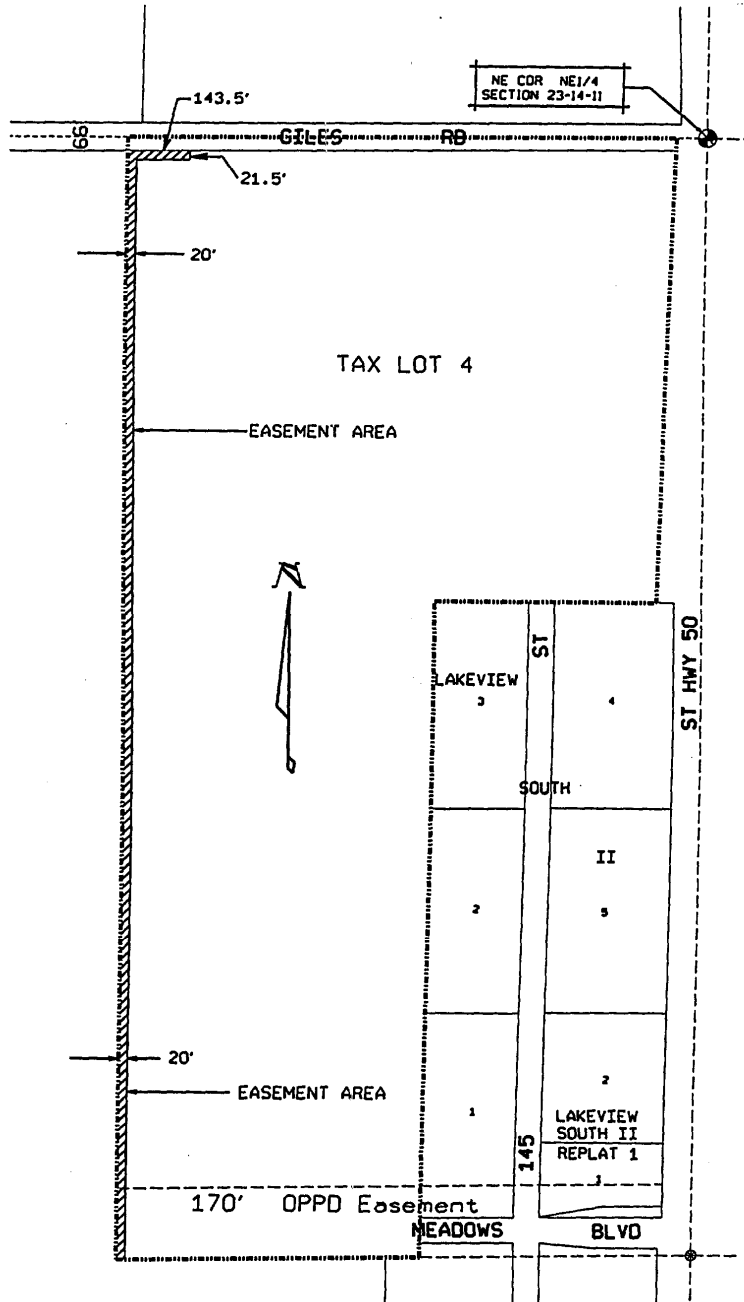


EXHIBIT "A"



Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_ ROW \_\_\_\_\_ Date \_\_\_\_\_  
Section NE1/4 23 Township 14 North, Range 11 East, County Sarpy  
ROW Hagan Engineer Kuhlenegle Est WO 00009486