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By

RICHARD N. TAKELA
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Doc.# 2.102 00(001)

TRANS
October 15, 1999

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, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission and 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:

The Northeast Quarter (NE¼) of Section Eleven (11), Township Fifteen (15) North, Range Eleven (11) East of the 6th P.M., Douglas County, Nebraska, except that part taken for public roads.

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

Commencing at the Northeast Corner of the NE¼ of said Section 11, thence S02°24'43"E along the East line of said NE¼ a distance of 138.4 feet; thence S87°31'39"W a distance of 76.1 feet to the point of beginning; thence S10°31'33"E a distance of 136.4 feet; thence S20°27'47"E a distance of 12.0 feet; thence S04°53'01"E a distance of 472.2 feet; thence S02°27'43"E a distance of 1760.1 feet to the South line of said NE¼; thence S87°22'22"W along the South line of said NE¼ a distance of 17.0 feet; thence N02°27'42"W a distance of 1626.7 feet; thence N04°53'01"W a distance of 749.6 feet; thence N02°03'15"W a distance of 132.7 feet; thence N87°26'38"E a distance of 4.8 feet and the point of beginning. See Exhibit "A" on the reverse side hereof for sketch of easement area.

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 change or alter the grade of the right-of-way herein described without the prior written approval from the District; Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way.

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 1 day of December, 1999.

18614

OWNERS SIGNATURE(S) _____ FEE 10.50 _____ FB _____

GKP _____ C/O _____ COMP _____

DEL _____ SCAN g FV _____

Harlan H. Dreesen, Per. Rep.
ESTATE OF HENRY BOCK

Return to:
Omaha Public Power Dist
c/o R/W Dept GW/EP1
444 S 16TH ST Mall
Omaha NE 68102-2247

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska

COUNTY OF Douglas

On this 1st day of December 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared Harlan Dreesen, PERSONAL REPRESENTATIVE OF THE HENRY BOCK ESTATE personally, to me known to be the identical person(s) 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

Charles J. Headley
NOTARY PUBLIC

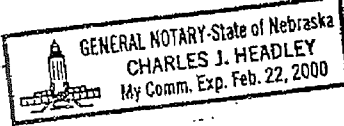
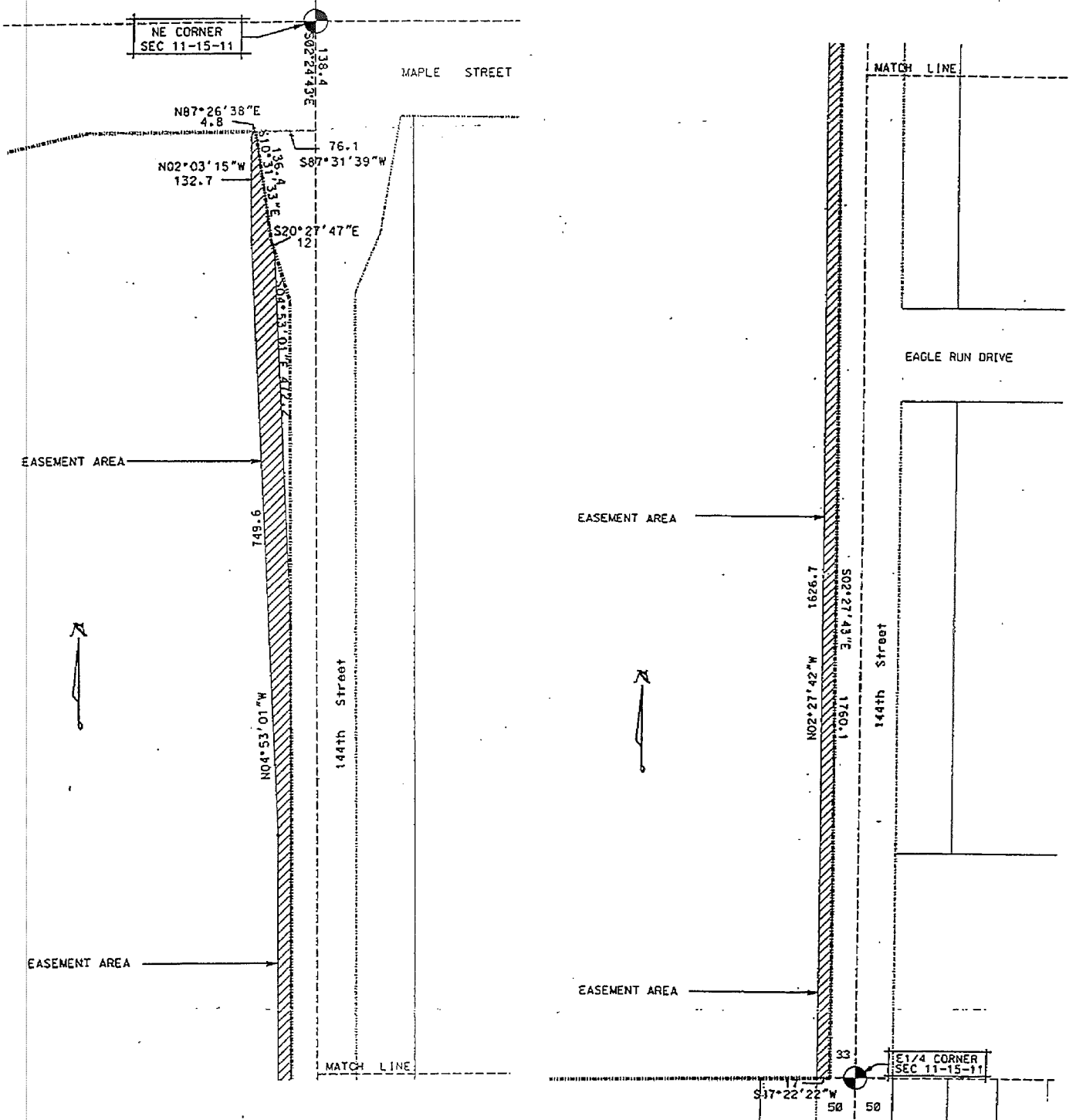


EXHIBIT "A"



Distribution Engineer _____ Date _____ ROW _____ Date _____
Section NE1/4 11 Township 15 North, Range 11 East, County Douglas
ROW Hagan Engineer Kuhlengle Est _____ WO 00030303