

56-370

Distribution

5/16/83

RIGHT-OF-WAY EASEMENT

I, ROGERS CONSTRUCTION & REALTY CO.

Me, of the real estate described as follows, and hereafter referred to as "Grantor",

Part of Tax Lot 6A1 (T.L. 6A1) in the East One-half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-three (23), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

SHOWN ON
SARPY SURVEYOR'S OFFICE
PRINT
AFFECTS 450-457

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, referred to as "Grantee", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

The West Ten feet (10') of the South Eight Hundred Twenty and four tenths feet (820.4') of the North Eight Hundred Seventy and four tenths feet (870.4') and the South Ten feet (10') of the North Eight Hundred Seventy and four tenths feet (870.4') of the East One Hundred Twenty-three feet (123') of the West One Hundred Thirty-three (133') of said Tax Lot 6A1 (T.L. 6A1)

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove trees along said line so as to provide a minimum clearance from the overhead facilities of at least twelve feet (12').
- (b) The Grantees 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.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) Where Grantee's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to Grantee's facilities.
- (e) It is further agreed that 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 whomsoever in any way asserting any right, title or interest prior to or subsequent to this conveyance.

IN WITNESS WHEREOF, the undersigned have hereunto set their names and caused the execution of this instrument this 5th day of May, 1983.

By SHIRLEY GEMPEY
Notary Public for Nebraska, Exp. Nov. 17, 1985

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05634

56-370A

STATE OF
COUNTY OF

On this 8 day of June, 1983,
before me, the undersigned, a Notary Public in and
for said County, personally came

President of _____
personally to me known to be the identical person(s)
who signed the foregoing instrument as grantor(s)
and who acknowledged the execution thereof to be
voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal at _____
in said County the day and year

NOTARY PUBLIC

My Commission expires: _____

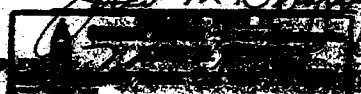
STATE OF
COUNTY OF

On this 8 day of June, 1983,
before me, the undersigned, a Notary Public in and
for said County and State, personally appeared

Frank Logan & Mike Logan
Partners

personally to me known to be the identical person(s)
and who acknowledged the execution thereof to be
Their voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal the date above
written.

John M. Dancy


My Commission expires: _____

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FILED SHERIFF CO. NE
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1983 JUN 16 AM 11:05

Carl J. Heston
REGISTER OF DEEDS

Distribution Engineer R.D.J. Date 6/9/83 Land & Facilities Department
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____
Section 23 Township 14 North, Range 12 East
Salesman Cottingham Engineer _____