



2021-15655

04/22/2021 01:37:13 PM

Recording fees paid:

\$28.00

Pages: 4

Deb Houghtaling

COUNTY CLERK/REGISTER OF DEEDS

By: pm



EASE

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

OPPD Doc. #: \_\_\_\_\_  
Date: 4-09-2021  
OVH

**RIGHT-OF-WAY EASEMENT**

MADDAD LAND, LLC, a Nebraska limited liability company  
("Grantor") is the owner(s) of the real estate described as follows (the "Grantor Property"):

THAT PART OF THE NORTH 1/2 OF THE NE 1/4 OF SECTION 23, T13N, R11E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF SAID NE 1/4;

THENCE N89°27'09"E (ASSUMED BEARING) 1017.88 FEET ON THE NORTH LINE OF SAID NE 1/4 TO THE WEST LINE OF 147<sup>TH</sup> STREET AS DEDICATED IN THE FINAL PLAT OF SPRINGFIELD COMMERCE, A SUBDIVISION IN SAID SARPY COUNTY;

THENCE S00°32'51"E 50.00 FEET ON THE WEST LINE OF 147<sup>TH</sup> STREET;

THENCE S45°13'49"E 28.13 FEET ON THE WEST LINE OF 147<sup>TH</sup> STREET;

THENCE S00°05'08"W 1255.79 FEET ON THE WEST LINE OF 147<sup>TH</sup> STREET AND ON THE WEST LINE OF LOT 4 OF SAID SPRINGFIELD COMMERCE TO THE SOUTH LINE OF SAID NORTH 1/2;

THENCE S89°28'15"W 1038.50 FEET ON THE SOUTH LINE OF SAID NORTH 1/2 TO THE SW CORNER THEREOF;

THENCE N00°05'19"E 1325.46 FEET ON THE WEST LINE OF SAID NORTH 1/2 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, repair, replace, renew, add to, remove, operate, and maintain its overhead electric facilities and equipment upon, over, along, under, in and across the following described real estate (the "Easement Area"):

See attached Exhibit "A" for description and sketch of Easement Area

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 tress located outside the Easement Area which in falling could come within fifteen (15) feet of the electric facilities 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 buildings, structures,

improvements, trees, hay or straw stacks, retaining walls or loose rock walls, or other property to remain or 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 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.

Where the District's facilities are placed adjacent to the Grantor Property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to the District's facilities.

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.

[Signature Page to Follow]

NW	¼	NE	¼	Section	23	Township	13	North	Range	11	East	Sarpy	County
ROW	ARE	Customer Rep	Clark	Engineer	Gabriel	W.O. #							

IN WITNESS WHEREOF, the Grantor has executed this instrument this 15 day of April, 2021.

**OWNERS SIGNATURE(S)**

Maddad Land, LLC  
a Nebraska Limited Liability Company

Sign: *Jonathan M Meyers* Sign: \_\_\_\_\_

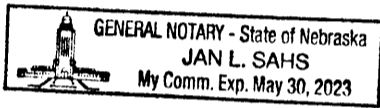
Print: Jonathan M Meyers Print: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April 2021,  
by Jonathan M. Meyers  
(Name(s) of Person(s) Signing)



Witness my hand and Notarial Seal the date above written.  
*Jan L. Saks*  
NOTARY PUBLIC

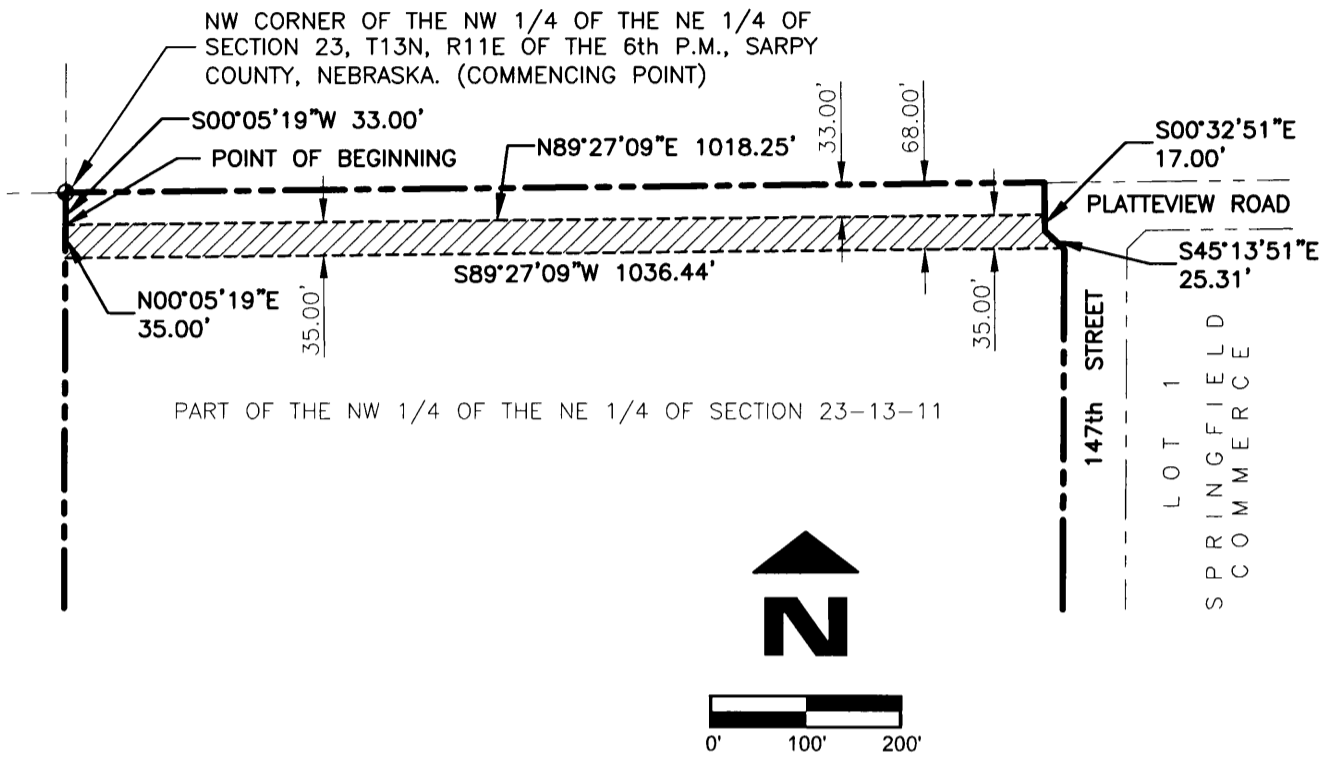
**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by \_\_\_\_\_  
(Name(s) of Person(s) Signing)

Witness my hand and Notarial Seal the date above written.  
\_\_\_\_\_  
NOTARY PUBLIC

NW	¼	NE	¼	Section	23	Township	13	North	Range	11	East	Sarpy	County
ROW	ARE	Customer Rep	Clark	Engineer	Gabriel	W.O. #							



### LEGAL DESCRIPTION

THAT PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 23, T13N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF SAID NW 1/4;

THENCE S00°05'19"W (ASSUMED BEARING) 33.00 FEET ON THE WEST LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING;

THENCE N89°27'09"E 1018.25 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NW 1/4 TO THE WEST END OF PLATTEVIEW ROAD;

THENCE S00°32'51"E 17.00 FEET ON THE WEST END OF PLATTEVIEW ROAD;

THENCE S45°13'51"E 25.31 FEET ON THE WEST END OF PLATTEVIEW ROAD TO A POINT 68.00 FEET SOUTH OF THE NORTH LINE OF SAID NW 1/4;

THENCE S89°27'09"W 1036.44 FEET ON A LINE 68.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NW 1/4 TO THE WEST LINE THEREOF;

THENCE N00°05'19"E 35.00 FEET ON THE WEST LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING.



Job Number: 179-126-EX  
 thompson, dreessen & dorner, inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 f.402.330.5866  
 td2co.com

Date: MARCH 3, 2021  
 Drawn By: RJR  
 Reviewed By: JDW  
 Revision Date:

## EXHIBIT " A "

NEBRASKA WAREHOUSE

Book  
Page