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Recording fees paid:

\$22.00

Pages: 3

Deb Houghtaling

COUNTY CLERK/REGISTER OF DEEDS

Submitter: OPPD LAND RIGHTS MS 6WEP4

By: pm



EASE

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

OPPD Doc. #: 3.006 08(111)
Date: October 11, 2021
UNG

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 6TH 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 147TH 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 147TH STREET;

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

THENCE S00°05'08"W 1255.79 FEET ON THE WEST LINE OF 147TH 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, operate, maintain, inspect, repair, replace, renew, add to, and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, switchgears, splicing boxes and other necessary fixtures 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 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 rock 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 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.

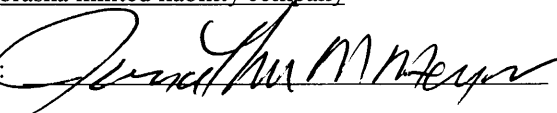
It is further agreed that the Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District 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 12 day of October, 2021.

OWNERS SIGNATURE(S)

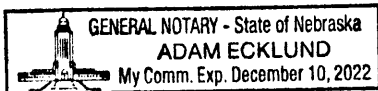
MADDAD LAND, LLC
a Nebraska limited liability company

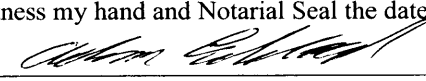
Sign:  Sign: _____
Print: Jonathan M. Meyers Print: _____
Title: Manager Title: _____

ACKNOWLEDGMENT

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 12 day of October 2021,
by Jonathan M. Meyers
(Name(s) of Person(s) Signing)



Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

ACKNOWLEDGMENT

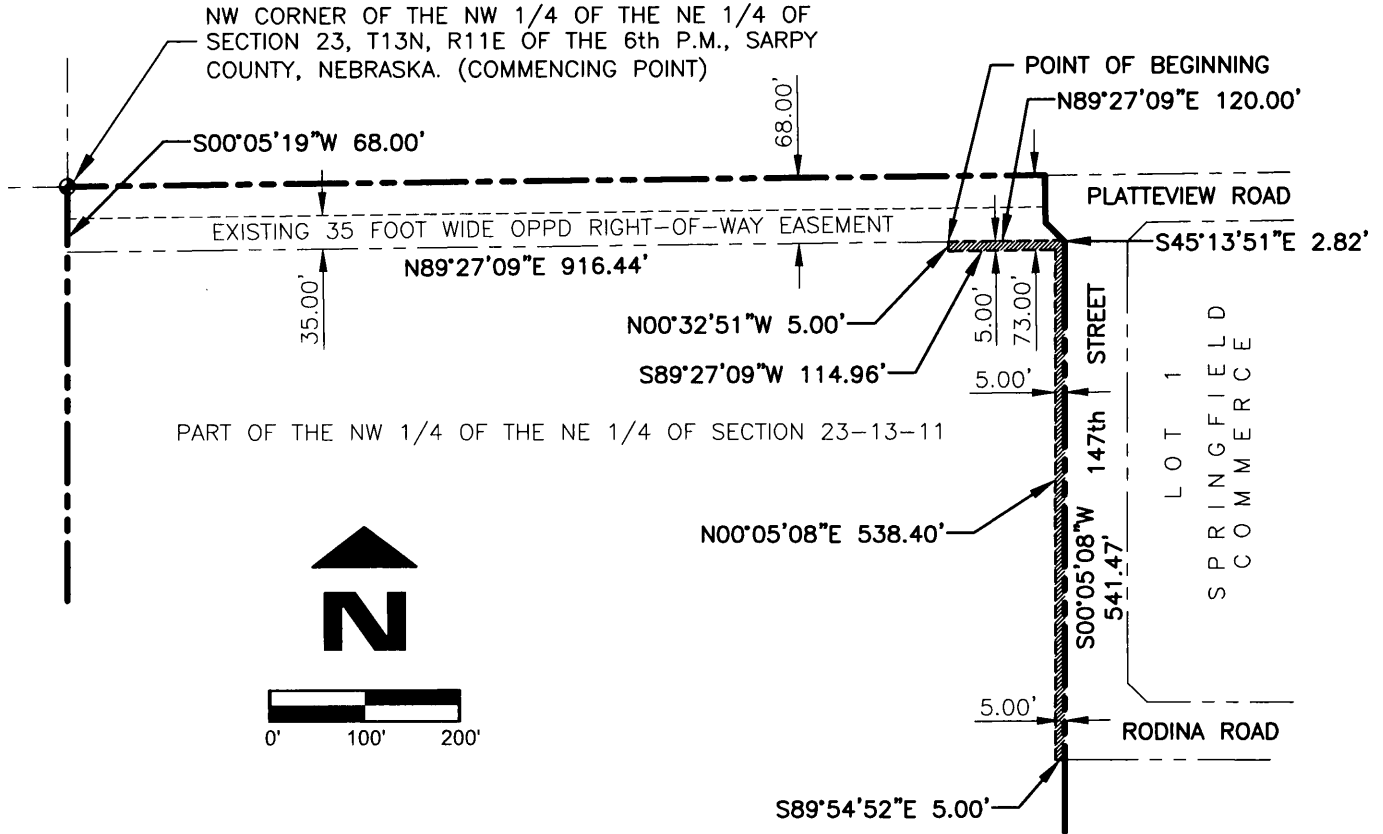
STATE OF _____)
) ss.
COUNTY OF _____)

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
						Subdivision	Lands				Lot		
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) 68.00 FEET ON THE WEST LINE OF SAID NW 1/4;
 THENCE N89°27'09"E 916.44 FEET ON A LINE 68.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING;
 THENCE CONTINUING N89°27'09"E 120.00 FEET ON A LINE 68.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NW 1/4 TO THE WEST LINE OF 147TH STREET;
 THENCE S45°13'51"E 2.82 FEET ON THE WEST LINE OF 147TH STREET;
 THENCE S00°05'08"W 541.47 FEET ON THE WEST LINE OF 147th STREET TO THE SOUTH LINE OF RODINA STREET;
 THENCE N89°54'52"W 5.00 FEET;
 THENCE N00°05'08"E 538.40 FEET ON A LINE 5.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF 147th STREET TO A POINT 73.00 FEET SOUTH OF THE NORTH LINE OF SAID NW1/4;
 THENCE S89°27'09"W 114.96 FEET ON A LINE 73.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NW 1/4;
 THENCE N00°32'51"W 5.00 FEET TO THE POINT OF BEGINNING.



Job Number: 179-126-EX1
 thompson, dreessen & dorner, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: OCTOBER 8, 2021
 Drawn By: RJR
 Reviewed By: JDW
 Revision Date:

EXHIBIT " A "

NEBRASKA WAREHOUSE

Book
 Page