

51-239

OPPD Form No. 1-75-5

RIGHT-OF-WAY EASEMENT

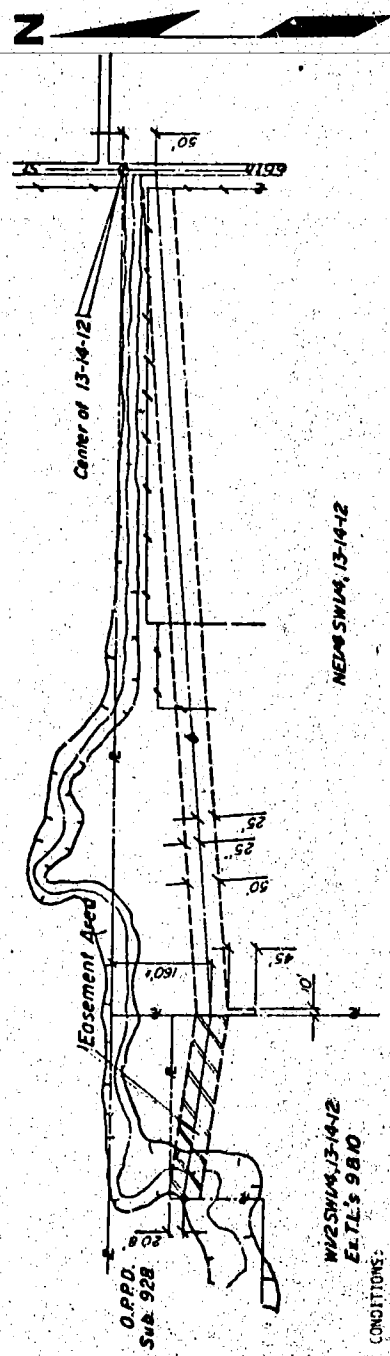
File with Doc. No. 2.4(4)  
R/W 0580

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 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 West One-half of the Southwest Quarter (W $\frac{1}{2}$  SW $\frac{1}{4}$ ), except Tax Lots Nine (9) and Ten (10) of Section Thirteen (13), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

FILED FOR RECORD 4-27-78 AT 9:30 A.M. IN BOOK 51 OF Miss Gless 325  
PAGE 239 Paul L. Albright REGISTER OF DEEDS, SARPY COUNTY, NEB.

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



W/2 SW/4, 13-14-12  
E.L.T.'s 980

N/2 SW/4, 13-14-12

CONDITIONS:

- (a) 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.
- (b) The District shall also have the right to trim or remove all trees and brush on said right-of-way so 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 such right-of-way is not being utilized for cultivated crops.
- (c) The District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings in said land which may be caused by the exercise of the hereinbefore granted rights.
- (d) 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, and provided further that the 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, or change or alter the grade of the right-of-way herein described without the prior written approval from the District.
- (e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority in the 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 contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 18th day of April 1978

G. E. Sawall, Trust  
Gilbert C. Swanson Foundation, Inc.  
a Nebraska Corporation

Albert Paul Albright  
Secretary

STATE OF Nebraska  
COUNTY OF Douglas

STATE OF Nebraska  
COUNTY OF Douglas

On this 18 day of April 1978,  
before me the undersigned, a Notary Public in and for said County, personally appeared G. E. Sawall, Treasurer

On this 20 day of April 1978,  
before me the undersigned, a Notary Public in and for said County, personally appeared Cecil A. Johnson, Secretary

of the Gilbert C. Swanson Foundation, Inc.

of the Gilbert C. Swanson Foundation, Inc.

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 his voluntary act and deed for the purpose therein expressed.

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.

Paul L. Albright  
Notary Public  
Omaha, Nebr. in and for said County

Paul L. Albright  
Notary Public  
Omaha, Nebr. in and for said County

My Commission expires: Sept. 19, 1980

My Commission expires: Sept. 19, 1980

Commission Expires: Sept. 19, 1980

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Filed for Record in Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
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FILED

Act 03350

Miss Gless