

RIGHT-OF-WAY EASEMENT

R/W 08480

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 South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the South Five (5) acres of the West Ten (10) acres of the Southeast Quarter (SE $\frac{1}{4}$) of Section Ten (10), Township Fifteen (15) North, Range Eleven (11) East of the Sixth P.M., Douglas County, Nebraska. Less Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10), Township Fifteen (15), Range Eleven (11) East of the 6th P.M., Douglas County, Nebraska, more particularly described as commencing at the Southeast corner of said Southwest Quarter (SW $\frac{1}{4}$), thence West (an assumed bearing) on the South line of said Southwest Quarter (SW $\frac{1}{4}$) Fifty-three and four tenths feet (53.4') to a point, thence North Thirty-three feet (33') to the point of beginning, thence West . . . continued on reverse side hereof the area of the above described real estate to be covered by this easement shall be as follows:

A strip of land Seventeen feet (17') in width, lying adjacent to and parallel to the North public road right of way running East and West along the South line of said Southwest Quarter (SW $\frac{1}{4}$) together with a strip of land Seventeen Feet (17') in width, lying adjacent to and parallel to the East public road right of way running North and South along the West line of said Southwest Quarter (SW $\frac{1}{4}$) and extending in a Northerly direction a distance of One Hundred twenty-four feet (124.0') from the aforesaid North public road right of way.

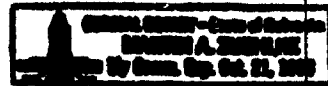
CONDITIONS:

- (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 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.
- (c) 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.
- (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; 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.
- (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 contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 13th day of May, 19 85

Leonard Parkening
Leonard Parkening

Elna Parkening
Elna Parkening



STATE OF
COUNTY OF

STATE OF Nebraska
COUNTY OF Douglas

On this _____ day of _____, 19____
before me the undersigned, a Notary Public in and
for said County, personally came _____

On this 13th day of May, 1985,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

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.

Leonard Parkening and Elna
Parkening, husband and wife
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 at _____
in said County the day and year
last above written.

Witness my hand and Notarial Seal the date above
written.

NOTARY PUBLIC

Martin A. Zuelke
NOTARY PUBLIC

My Commission expires: _____

My Commission expires: 10-21-88

legal description continues. . . One Hundred Sixty-one and six-tenths feet
(161.6'), thence North Three Hundred Forty-three feet (343'), thence East
Three Hundred Seven and four tenths feet (307.4'), thence S24°45'W Three
Hundred Forty-eight and eighteen hundredths feet (348.18') thence South
Twenty-six and eight tenths feet (26.8') to the point of beginning.

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 749
Page 31
of MISC

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RETURN TO:
OMAHA PUBLIC POWER DISTRICT
1623 HARVEY ST. - RM. 301
OMAHA, NE 68102

Transmission Engineer RAS Date 1-12-85; Land and Facilities Management _____ Date _____

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____

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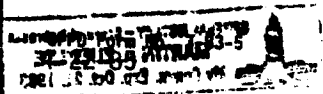
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RIGHT-OF-WAY EASEMENT

R/W 0750

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:

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10), Township Fifteen (15), Range Eleven (11) East of the 6th P.M., Douglas County, Nebraska, more particularly described as commencing at the Southeast corner of said Southwest Quarter (SW $\frac{1}{4}$), thence West (an assumed bearing) on the South line of said Southwest Quarter (SW $\frac{1}{4}$) Fifty-three and four tenths feet (53.4') to a point, thence North Thirty-three feet (33') to the point of beginning, thence West One Hundred Sixty-one and six-tenths feet (161.6'), thence North Three Hundred Forty-three feet (343'), thence East Three Hundred Seven and four tenths (307.4'), . . . continued on the reverse side hereof

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

A strip of land Seventeen feet (17') in width, lying adjacent to and parallel to the North public road right of way running East and West along the South line of said Southwest Quarter (SW $\frac{1}{4}$).

CONDITIONS:

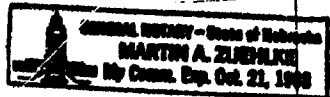
- (a) The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (b) The District shall also have the right to burn, trim, or remove all trees and brush on said right-of-way 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.
- (c) 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.
- (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; 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.
- (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 contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 13th day of May, 19 85.

Kerwyn Parkening
Kerwyn Parkening

Joanne E. Parkening
Joanne Parkening

0 1114 00110



STATE OF
COUNTY OF

STATE OF Nebraska
COUNTY OF Douglas

On this _____ day of _____, 19____,
before me the undersigned, a Notary Public in and
for said County, personally came _____

On this 13th day of May, 19 85
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

Kerwyn Parkening and Joanne E.
Parkening,

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.

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 at _____
in said County the day and year
last above written.

Witness my hand and Notarial Seal the date above
written.

NOTARY PUBLIC

Martin A. Zuehlke
NOTARY PUBLIC

My Commission expires: _____

My Commission expires: 10-21-88

legal description continues. . . thence S24°45'W Three Hundred Forty-eight and
eighteen hundredths feet (348.18') thence South Twenty-six and eight tenths feet
(26.8') to the point of beginning.

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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RETURN TO:
OMAHA PUBLIC POWER DISTRICT
1623 HARNEY ST. - RM. 401
OMAHA, NE 68102

Transmission Engineer _____ Date _____ Property Management _____ Date _____

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____