



MISC 2013088137

Misc ³/₁
 FEE 22.00 FB 59-29338
 A BKP _____ C/O _____ COMP 5/6
 DEL _____ SCAN _____ FV _____



AUG 28 2013 09:38 P 3

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/28/2013 09:38:27.47



2013088137

UNG
Date

OPPD Doc. #: _____

RIGHT-OF-WAY EASEMENT

V. R. B. Company, a Nebraska general partnership
 owner(s) of the real estate described as follows, and hereafter referred to herein as "Grantor",

Lot 2 Papillion Parkway Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do 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 construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate (the "Easement Area"):

See Attached Exhibit "A" for location of easement

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of the Easement Area and to temporarily open any fences crossing said area. 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 Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip.

Grantor agrees that the property covered by said easement shall not be used in any way that will impair the rights of the District hereunder. Grantor agrees not to construct or erect any building or improvements other than paving, curbing and/or landscaping on or over the Easement Area.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/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.

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 and only when reasonably necessary.

The District shall pay the Grantor and/or lessee, as their interests may appear, for all damages to growing crops, fences or other property on said real estate which may be caused by the exercise of the hereinbefore granted rights.

This easement shall run with the land, constitutes the entire agreement between the parties, and 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 19th day of August, 2013.

Return to:
 OPPD Land Right
 444 South 16th Street Mall
 Omaha, Nebraska 68102

OWNERS SIGNATURE(S)

Joseph S Vacanti General Partner 8-19-13

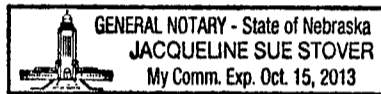
ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

On this 19th day of August, 2013, before me the undersigned, a Notary Public in and for said County, personally came Joseph S Vacanti, General Partner of V.R.B Company, 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.

Witness my hand and Notarial Seal the date above written.

Jacqueline Sue Stover
 NOTARY PUBLIC



S ½	NE ¼	Section	17	Township	15	North	Range	12	East	Douglas	County	ROW	BEL
Customer Rep	Carnazzo	Engineer	Gabriel	TR	2	W.O. #	48616901						

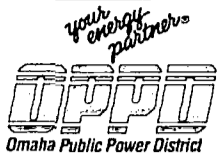
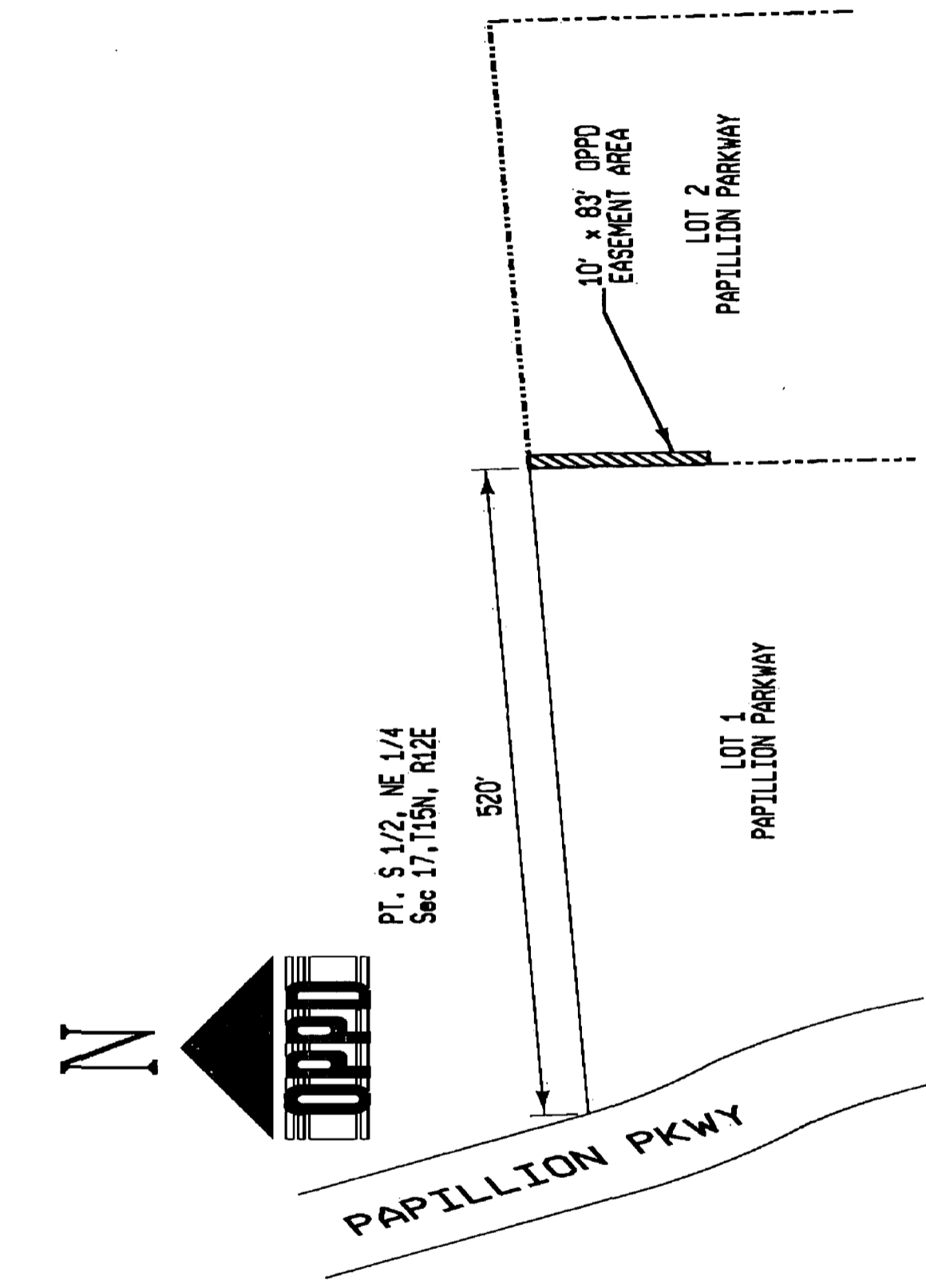


EXHIBIT "A"



**OMAHA PUBLIC POWER DISTRICT
LAND RIGHTS DEPARTMENT**

Project Name:			Work Order No. 48616901		
Tract No: 2		Date Prepared: 08/12/2013			
S 1/2	NE 1/4	Section 17	Township 15	Range 12	East
Douglas	County	ROW	BEL	Engineer Gabriel	Customer Rep. Carnazzo