



BK 0841 PG 576



MISC 1988 03540

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

RIGHT-OF-WAY EASEMENT

We, DENNY & NANCY HOFFMAN WROS Owner(s)
of the real estate described below, and hereafter referred to as "Grantor(s)", in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, referred to as "Grantee", a permanent right-of-way easement to install, operate, maintain, repair, replace and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

Part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Nineteen (19), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M. Douglas County, Nebraska and more particularly described as follows:

From the East $\frac{1}{4}$ corner of Section 19, Township 15 North, Range 11, East of the 6th P.M., South 0° West, assumed bearing along the East Section line 1119.3 feet, thence North 89°51' West 50.0 feet West to the point of beginning, thence continuing North 89°51' West 429.64 feet to a point on curve concave Northeasterly of 75 feet radius a distance of 117.61 feet, chord North 44°55'30" West 105.93 feet, thence North 0° West 1042.90 feet to the North line of the SE $\frac{1}{4}$ of Section 19, thence North 89°59'04" East 200.44 feet along the North line of said SE $\frac{1}{4}$, thence South 30° West 407 feet, thence North 89° 59'04" East 287 feet, thence South 0° West 712.16 feet to the point of beginning, in Douglas County, Nebraska.

From the East $\frac{1}{4}$ corner of Section 19, Township 15 North, Range 11, East of the 6th P.M., Douglas County, Nebraska, South 0° West assumed bearing along the East Section line 407.0 feet, thence South 89°59'04" West 33.0 feet to the point of beginning, thence continuing South 89°59'04" West 17.0 feet, thence South 0° West 712.16 feet, thence South 89°51' East 17.0 feet, thence North 0° East 712.2 feet to the point of beginning.

CONDITIONS:

- (a) Where Grantee's facilities are constructed, Grantee shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentalities for the carrying and transmission of electric current for light, heat and power, including all services of the Grantee to the residence on the above described real estate, over, upon, along, above, under, in and across a strip of land Sixteen feet (16') in width, being Eight feet (8') on each side of the parallel to facilities as constructed by Grantee.
- (b) The Grantee 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.
- (c) Grantor, its heirs, successors or assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantee's facilities have been constructed.
- (d) Grantee shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be.
- (e) It is further agreed 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 or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee 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 _____ day of _____, 19 ____.

841 N 19-15-11 ma C/O FEE 10.50
576-577 19-15-11 DEL G.W. MC WC
Miss COMP S.F.B 01-600012

Denny Hoffman
Nancy Hoffman

Distribution Engineer R.L.G. Date 2-29-88 Property Management L.H. Date 3-1-88
Section SE $\frac{1}{4}$ 19 Township 15 North, Range 11 East
Salesman Scott Engineer Scott Est. # 8800126 W.O. # 8658

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

STATE OF

COUNTY OF

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

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.

Witness my hand and Notarial Seal at _____
_____ in said County the day and year
last above written.

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA

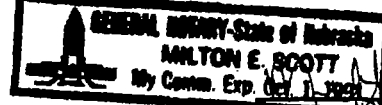
COUNTY OF DOUGLAS

On this 18 day of FEB., 1988,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

Denny & Nancy Hoffman

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 the date above
written



NOTARY PUBLIC

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