



BK 1437 PG 656-658



MISC 2002 10189

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

2002 MAY -1 AM 11:04

RECEIVED

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April 17, 2002

Doc.# \_\_\_\_\_

*misc* *fc*

**RIGHT-OF-WAY EASEMENT**

FEE 15.00 FB 51-18140  
BXP 65-139 C/O \_\_\_\_\_ COMP 24  
DEL \_\_\_\_\_ SCAN R FV \_\_\_\_\_

**The Nebraska Methodist Hospital**

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Five (5), Indian Hills Village, 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, does hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent non-exclusive right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

(See attached Exhibit A for sketch of easement area.)

**CONDITIONS:**

Subject to the terms and conditions hereof, 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 said strip as necessary to install District's facilities and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District.

This easement is granted subject to the following conditions and restrictions, all of which shall govern the use and enjoyment of the easement by District and, by acceptance of this easement, District agrees, on behalf of itself and its successors and assigns, to perform and comply with all such conditions and restrictions:

1. District will promptly repair any damages to any improvements upon the Grantor's property caused by any construction, maintenance, repair, replacement or any other activities in or around the easement area caused by District, or District's employees, agents or contractors. Grantor maintains a sprinkler system in the easement area and, upon installation of District's improvements in the easement area, District will modify such sprinkler system so that the landscaped areas in the easement area and in areas adjacent to the easement area are fully served by Grantor's sprinkler system.
2. All of District's installations in the easement area, other than the electrical switch gear, the metal enclosure for the switch gear, and any protective bollards shall be installed below grade and no above ground poles, wires or conduits shall be permitted. The enclosure for the switch gear shall be constructed of steel, and shall be locked and secured to prevent unauthorized access. The above grade facilities installed by District shall be protected on all sides by bollards consisting of concrete filled steel pipes anchored in the ground by concrete footings, or similar structures to guard the above grade facilities from vehicular damage. Any graffiti or other unauthorized markings on the District's above grade facilities will be promptly removed by District. All above grade facilities in the easement area will be painted green to blend as much as possible with the surrounding landscaped areas, and will be maintained in good condition and repair. If this easement is terminated for any reason, all of District's facilities in the easement area shall be promptly removed by District and the easement area restored as

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
% Right of Way 6W/EP1  
444 South 16th Street Mall  
Omaha, NE 68102-2247

nearly as possible to the condition that existed prior to the installed of such facilities.

- 3. Grantor retains the right to use those portions of the surface of the easement area not containing District's above ground structures for landscaping, and may pave the same for parking, walks, and drives. Grantor may grant easements to others over and upon the easement area for uses that are not inconsistent with the District's use of 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.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 22 day of April, 2002.

**OWNERS SIGNATURE(S)**

The Nebraska Methodist Hospital

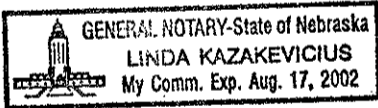
By: [Signature]  
Its: Vice President, Finance

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 22 day of April, 2002, by Raymond S. Struppa the Vice President of The Nebraska Methodist Hospital, a Nebraska non-profit corporation, on behalf of the corporation.

[Signature]  
Notary Public

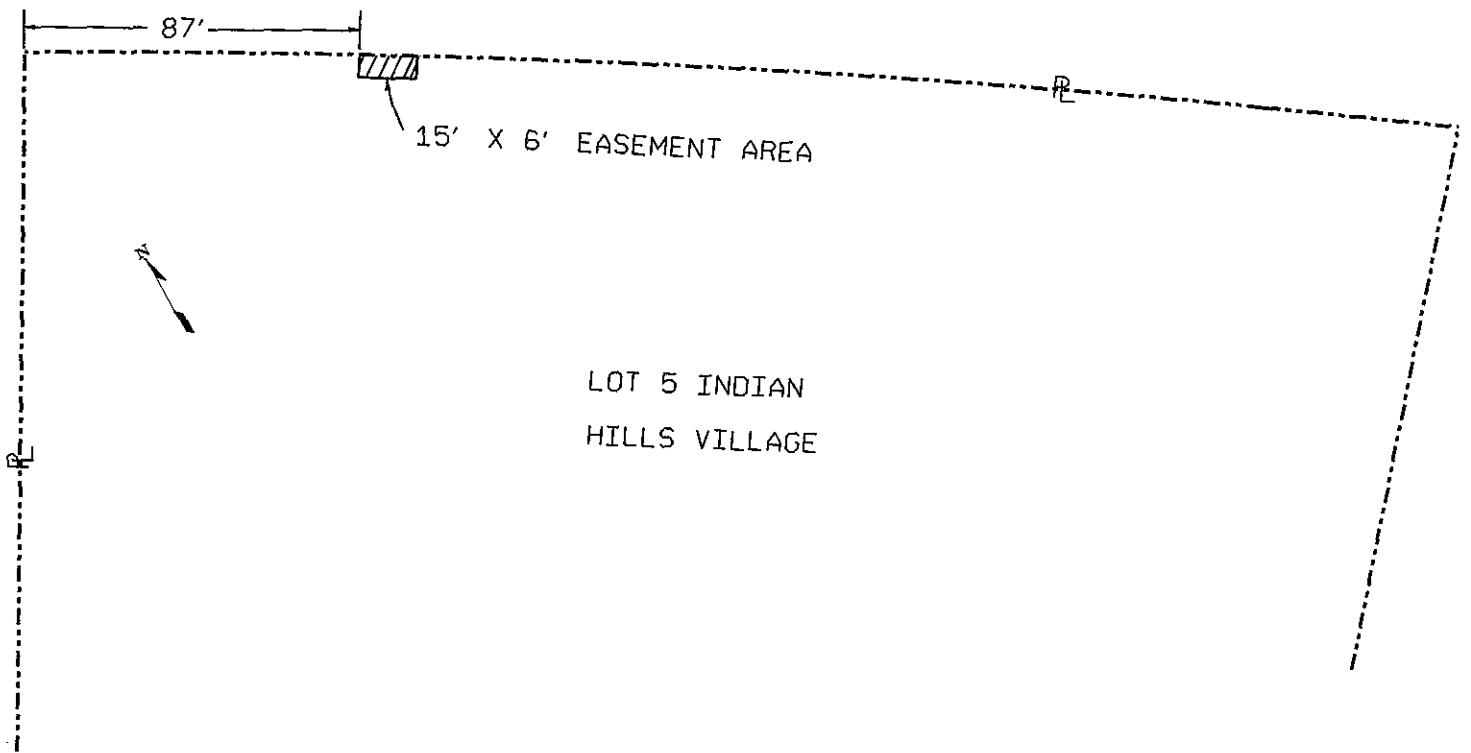


My commission expires: Aug. 17, 2002

DOCS/491243.2

EXHIBIT "A"

WEST DODGE ROAD



15' X 6' EASEMENT AREA

LOT 5 INDIAN  
HILLS VILLAGE