



MISC 2005103864



AUG 23 2005 10:01 P 3

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
8/23/2005 10:01:42.86



2005103864

TRANS  
Revised 8/19/05

Doc.# 2-159 00(014)

### RIGHT-OF-WAY EASEMENT

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 and distribution 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:

Lots 1 and 2, Lawnfield Replat 3 Addition, as surveyed, platted and recorded in Douglas County, Nebraska.

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

(See Exhibit "A" attached for sketch and legal description of easement area.)

#### CONDITIONS:

No more than one power pole will be installed within this easement area in the approximate location as indicated by the "x" marked on the attached Exhibit "A". Any relocation of this power pole must be approved in writing by the Grantor.

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.

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.

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.

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 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 more than three feet 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.

The easement and rights granted herein are nonexclusive and Grantor will have the right to grant such other easements and rights to such persons and for such purposes as Grantor, in Grantor's sole discretion, may elect, so long as such purposes do not unreasonably interfere with the easements and rights granted herein.

District, at District's sole cost and expense, will maintain and repair the electric transmission and distribution lines (including all poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment) and any damage to the easement area or the other property of Grantor arising from the use or enjoyment of the easement granted herein. District will discharge all claims for labor performed and materials furnished in connection with the installation or repair of the electric transmission and distribution lines in connection with this easement, and the District will not allow any mechanic's or materialman's lien to attach to any part of the property of Grantor.

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
% Land Rights 5E/EP2  
444 South 16th Street Mall  
Omaha, NE 68102-2247

MISC  
FEE 16.00 FB 55-22044  
3/2 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP. BW  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

The installation and any repair work to be done in connection with the easement granted herein will be performed in close proximity to the property of the Grantor on which is located a Holiday Inn Hotel. District agrees to use (or to cause a third party contractor to use) its best efforts to minimize any interference with the operation of the Hotel and restaurant businesses located on the property of Grantor.

Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the above described easement and rights unto District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 19<sup>TH</sup> day of AUGUST, 2005.

**OWNERS SIGNATURE(S)**

FELCOR OMAHA HOTEL COMPANY, L.L.C.  
BY: Charles N. Nye  
CHARLES N. NYE  
VICE-PRESIDENT

**CORPORATE ACKNOWLEDGMENT**

STATE OF

COUNTY OF

On this 19<sup>th</sup> day of AUGUST, 2005, before me the undersigned, a Notary Public in and for said County, personally came CHARLES N. NYE, Vice-President of FELCOR OMAHA HOTEL COMPANY, L.L.C., 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.

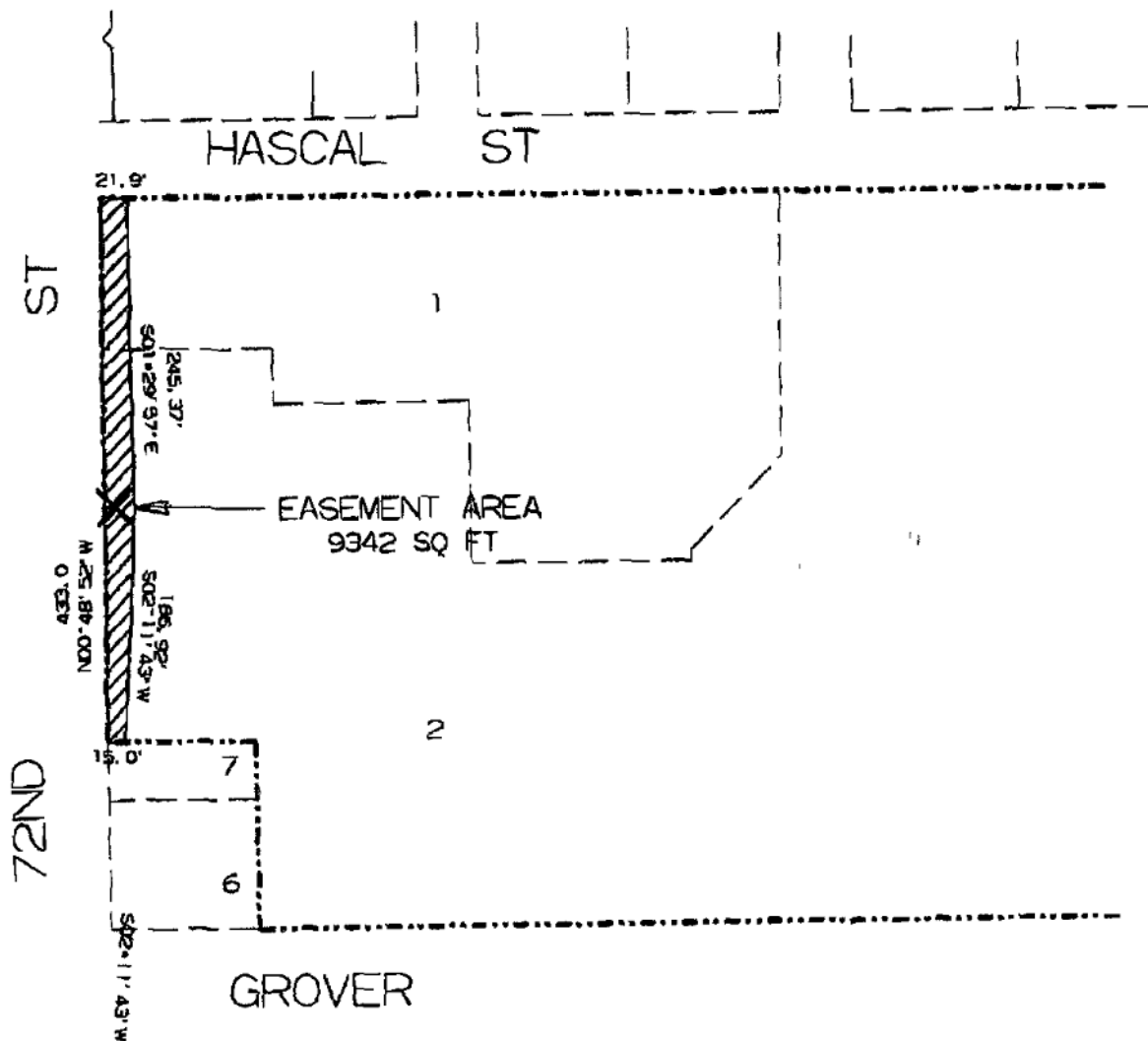
Witness my hand and Notarial Seal the date above written.

Jean S. Yarborough  
NOTARY PUBLIC



NW 1/4, Section 36, T. 15 N, R. 12 E, County Douglas ROW 1-051  
Customer Rep. Hagan Engineer Bywater Est. #          W.O.# 0076265

## EXHIBIT "A"



## EASEMENT DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF LAWNFIELD REPLAT NO 3 ADDITION; THENCE EAST ALONG THE NORTH LOT LINE OF SAID LOT 1 A DISTANCE OF 21.9 FEET; THENCE  $S01^{\circ}29'57''E$  A DISTANCE OF 245.37 FEET; THENCE  $S02^{\circ}11'43''W$  A DISTANCE OF 186.92 FEET; THENCE ALONG THE SOUTH LINE OF LOT 2 WEST A DISTANCE OF 15.0 FEET TO THE EAST RIGHT OF WAY LINE OF 72ND STREET; THENCE NORTH ALONG THE EAST RIGHT OF LINE OF 72ND STREET AND THE WEST LOT LINE OF LOTS 1 AND 2 OF LAWNFIELD REPLAT NO 3 A DISTANCE OF 433.0 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING.