

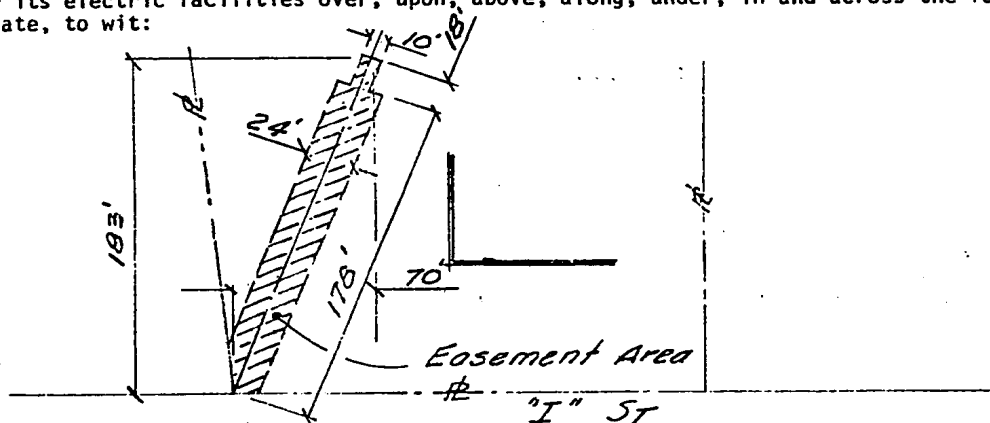
6/9/83

RIGHT-OF-WAY EASEMENT

I, County of Douglas, Nebraska Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",  
That part of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Six (6), Township Fourteen (14) North, Range Thirteen (13), East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the point of intersection of the North line of "I" Street and the West line of 50th Street, said point being Thirty-three feet (33') West of the East line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of said Section Six (6); thence (assuming the North line of "I" Street to be East-West in direction) West for Two Hundred feet (200.0') along said North line to the True Point of Beginning; thence continuing West for Two Hundred Twenty-nine and fifty-nine hundredths feet (229.59') along said North line of "I" Street to the center line of a sanitary sewer easement that is Ten feet (10') wide; thence N06°18'05"W for Two Hundred Twenty-one and forty-five hundredths feet (221.45')...continued on reverse side...

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:



CONDITIONS:

- Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
- The Grantees 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.
- Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same way be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- Where Grantee's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to Grantee's facilities.
- 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 21st day of June, 19 83.

James A. Swanson  
Chief Deputy County Clerk

Michael J. Swanson  
Chairman, Board of Commissioners

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

My Commission expires: \_\_\_\_\_

STATE OF

COUNTY OF

On this 21<sup>st</sup> day of June, 19 83  
before me the undersigned, a Notary Public in and  
for said County and State, personally appeared

M. L. Albert  
James A. Swanson  
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.

Dorothy W. Hallag  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_  
GENERAL NOTARY - State of Nebraska  
DOROTHY W. HALLAG  
My Comm. Exp. Nov. 5, 1985

Legal Description continued:..... along the center line of said easement to the  
South right-of-way line of the Chicago and Northwestern Railway; thence N83°45'10"E  
for Two Hundred Thirty-seven and forty-four hundredths feet (237.44') along said  
South right-of-way line; thence S06°15'22"E for Forty-six and forty-three hundredths  
feet (46.43'); thence S89°56'59"E for Twelve and seventy-four hundredths feet (12.74');  
thence S00°01'14"E for One Hundred Ninety-nine and seventy-eight hundredths feet  
(199.78') to the True Point of Beginning.

RECEIVED

1983 JUL -7 PM 1:52

C. HAROLD ESTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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O. P. P. D.  
June 401  
Fee 6.25  
Index 6-14-13  
Comped 6-14-13  
N 6-14-13

Distribution Engineer RJG Date 6/28/83 Land & Facilities Management BOB Date 6/21/83

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

Section NE 6 Township 14 North, Range 13 East

Salesman Svacina Engineer White Est. # 8201110 W.O. # 5860

39 Misc