



MISC Inst. # 2017096693, Pg: 1 of 3 Rec Date: 11/30/2017 14:27:33.307

Fee Received: \$22.00 By: SN

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

Return to:  
 OMAHA PUBLIC POWER DISTRICT  
 Land Management 6W/EP4  
 444 South 16<sup>th</sup> Street Mall  
 Omaha, Nebraska 68102-2247

OPPD Doc. #: \_\_\_\_\_  
 Date: 11/27/17  
 OVH  
 A

## RIGHT-OF-WAY EASEMENT

Kellogg Place, LLC, a Nebraska limited liability company ("Grantor") is the owner(s) of the real estate described as follows (the "Grantor Property"):

LOT ONE (1), KELLOGG PLACE REPLAT 1, CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA.

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does 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 survey, construct, reconstruct, inspect, repair, replace, renew, add to, remove, operate, and maintain its overhead electric facilities and equipment upon, over, along, under, over, in and across the following described real estate (the "Easement Area"):

THE NORTH EIGHT (8) FEET OF LOT ONE (1), KELLOGG PLACE REPLAT 1, CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA.

### CONDITIONS:

This easement shall be for the overhang of wires and crossarms only and no poles will be placed within the Easement area except for facilities needed to serve the Grantor's Property.

The District shall have the perpetual right, but not the obligation, to trim, cut, clear or remove all trees, brush and undergrowth on the Easement Area and to trim, cut, or remove any other tress located outside the Easement Area which in falling could come within fifteen (15) feet of the electric transmission and/or distribution lines as may be necessary to efficiently exercise any of the hereinbefore granted rights. All refuse from such tree and brush cutting or trimming shall be disposed of by the District, and if the Easement Area is not being utilized for cultivated crops, the District shall have the further right but not the obligation to control and impede the growth of all weeds, trees, and brush along the Easement Area and to temporarily open any fences crossing said area.

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Grantor may cultivate, enjoy, and otherwise use the land within the Easement Area, including the right of ingress and egress across the Easement Area, provided that such use(s) shall not, in the reasonable opinion of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the Easement Area, but the same may be used for landscaping; Grantor shall not change or alter the grade of the Easement Area without the prior written approval from the District, which approval shall not be unreasonably withheld; Grantor shall not allow the burning of any materials of any nature within the Easement Area. 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.

Where the District'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 the District's facilities.

It is further agreed that the 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 whatsoever 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 Grantor and/or Lessee, as their interests may appear, for all damages to growing crops, fences or other property on the Grantor Property which may be caused by the exercise of the hereinbefore granted rights. It is further agreed that all claims for such damages must be submitted in writing within ninety (90) days of such occurrence, otherwise, it is agreed that said claim for damages shall have been waived.

The undersigned agrees and represents that he/she has read and understands the Right-of-Way Easement and that this easement shall run with the land, constitutes the entire agreement between the parties, and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or natures which are not expressly set forth herein. This Right-of-Way Easement shall be binding upon the respective grantees, licensees, lessees, successors, heirs and assigns of the parties.

[SIGNATURES FOLLOW]

SE	¼	NE	¼	Section	21	Township	15	North	Range	13	East	DOUGLAS	County
						Subdivision	Kellogg Place Replat 1				Lot	1	
ROW	BEL	Customer Rep		Oltman		Engineer		M. Peterson		W.O. #			

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IN WITNESS WHEREOF, the Grantor has executed this instrument this 28<sup>th</sup> day of November, 2017.

**OWNERS SIGNATURE(S)**

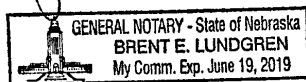
**Kellogg Place, LLC**  
**a Nebraska limited liability company**

Sign: Bentley C.S. Swan Sign: \_\_\_\_\_  
 Print: Bentley C.S. Swan Print: \_\_\_\_\_  
 Title: Manager Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF Nebraska )  
 ) ss.  
 COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of Nebraska, 2017,  
 by Bentley C.S. Swan,



Witness my hand and Notarial Seal the date above written.  
Brent E. Lundgren  
 NOTARY PUBLIC

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_.

Witness my hand and Notarial Seal the date above written.

\_\_\_\_\_  
 NOTARY PUBLIC

SE	¼	NE	¼	Section	21	Township	15	North	Range	13	East	DOUGLAS	County
						Subdivision							
ROW	BEL	Customer Rep	Oltman			Engineer	M. Peterson				W.O. #		

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