

99-12623

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-012623

99 APR 28 AM 11:20

Glenn G. Lowrey
REGISTER OF DEEDS

Counter DM
Verify _____
D.E. W
Proof JK
Fee \$ 10.50
Ck Cash Chg

Doc.# 2.023 00(006)

OPPD

TRANS
Mar 3, 1999

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 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:

Tax Lot 16 in the Northeast Quarter (NE¼) of Section Thirteen (13), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Sarpy County, Nebraska.

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

Commencing at the East ¼ Corner of said Section 13; thence N89°37'04"W a distance of 126.5 feet to the point of beginning; thence continuing N89°37'04"W a distance of 64.4 feet; thence N38°38'13"W a distance of 82.8 feet; thence S79°46'36"W a distance of 310.4 feet; thence N04°18'24"W a distance of 30.2 feet; thence N79°46'36"E a distance of 313.8 feet; thence N38°38'13"W a distance of 50.0 feet; thence S86°51'14"E a distance of 13.4 feet; thence S38°38'13"E a distance of 46.4 feet; thence N79°46'36"E a distance of 22.7 feet; thence S38°38'13"E a distance of 11.4 feet; thence N79°46'36"E a distance of 44.3 feet; thence S10°13'28"E a distance of 10.0 feet; thence S79°46'36"W a distance of 38.9 feet; thence S38°38'13"E a distance of 109.1 feet and to the point of beginning.

CONDITIONS:

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, hay or straw stacks or other property 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 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.

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.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 29th day of March, 1999.

OWNERS SIGNATURE(S)

Alexander Stepanek

R+R (E)

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

012623

99-12623A

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska

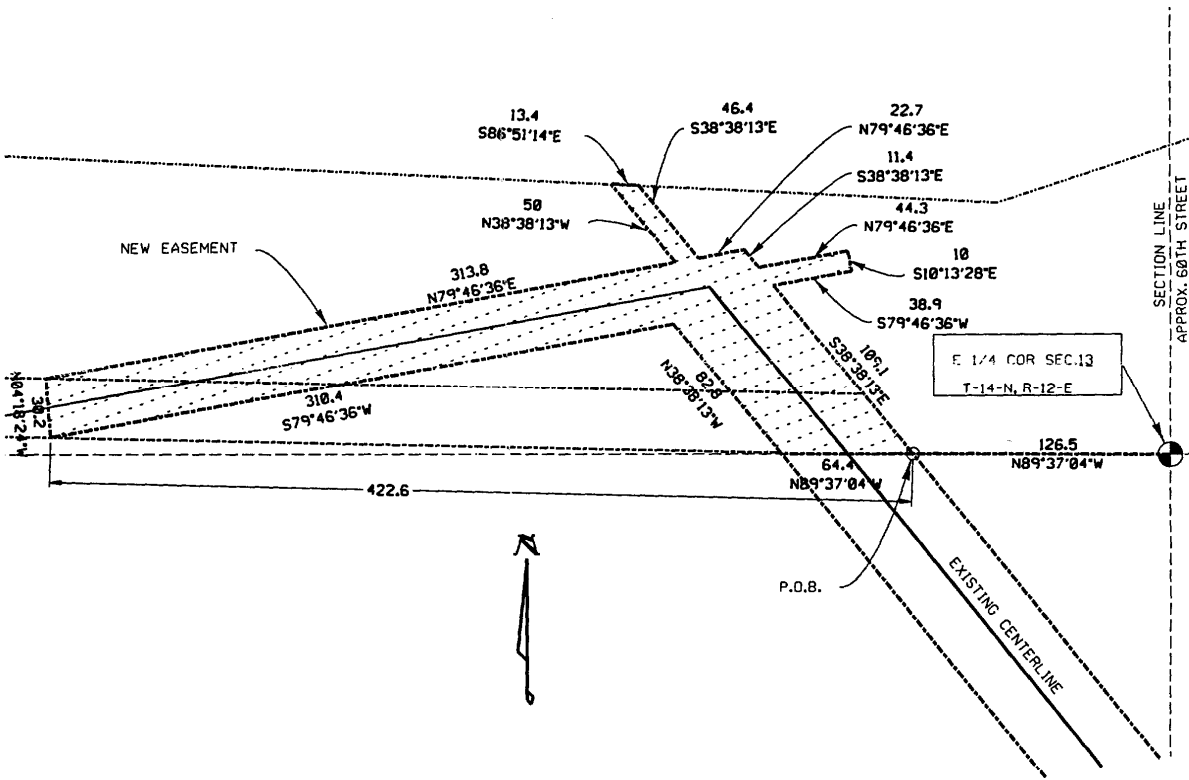
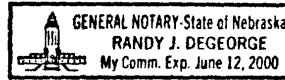
COUNTY OF Sarpy

On this 29th day of March, 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____
Victor C. Stepanek

personally, to me known to be the identical person(s) and who acknowledged the execution thereof, to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Randy J. DeGeorge
NOTARY PUBLIC



Distribution Engineer _____ Date _____ ROW _____ Date _____
Section NE1/4 13 Township 14 North, Range 12 East, County Sarpy
ROW Hagan Engineer Insinger Est _____ WO 16964