

2015-03935

\$ *Ex 23*

02/25/2015 2:42:13 PM

Lloyd J. Dowling

By: counter2

REGISTER OF DEEDS



EASE

COUNTER *JS* C.E. *JS*
VERIFY *JS* D.E. *JS*
PROOF *JS*
FEES \$ *22.00*
CHECK# _____
CHG *OPPD* CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

Date: 02/06/2015
TDRS

OPPD Doc. #: 2.026 00()

RIGHT-OF-WAY EASEMENT

VICTOR STEPANEK

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

Tax Lot 14C and Tax Lot 16, in the Northeast 1/4, of Section 13, Township 14 North,
Range 12 East of the 6th P.M., Sarpy County, Nebraska,

in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do 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, hereinafter referred to as "District", a permanent right-of-way easement with rights of ingress and egress thereto, to survey, construct, reconstruct, relocate, add to, maintain, install, inspect, repair, replace, renew and operate thereon, electric transmission and/or distribution lines consisting of structures, down guys, anchors, wires, underground cables and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate (the "Easement Area"):

SEE EXHIBIT "A" ATTACHED HERETO FOR SKETCH AND DESCRIPTION OF
EASEMENT AREA

CONDITIONS:

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 to control and impede the growth of all weeds, trees, and brush along the Easement Area.

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; 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.

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 the Grantor and/or Lessee, as their interests may appear, for all damages to growing crops, fences or other property on said real estate 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.

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.

Return to:
OPPD Land Management
444 South 16th Street Mall
Omaha, Nebraska 68102

A

IN WITNESS WHEREOF, the Grantor has executed this instrument this 6th day of February, 2015.

OWNERS SIGNATURE(S)

Sign: Victor Stepanek Sign: _____

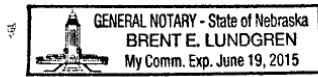
Print: Victor Stepanek Print: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

On this 6th day of February, 2015, before me the undersigned, a Notary Public in and for said County, personally came Victor Stepanek

_____ to me personally known to be the identical person(s) who signed the foregoing instrument 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.

Brent E. Lundgren
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said County, personally came _____

_____ to me personally known to be the identical person(s) who signed the foregoing instrument 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

S	1/2	NE	1/4	Section	13	Township	14	North	Range	12	East	6 th PM	County	Sarpy
ROW	BEL	Customer Rep						Engineer	S. Hanson			W.O. #	516419-01	

PERMANENT OPPD EASEMENT

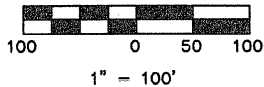
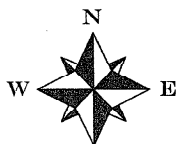
LEGAL DESCRIPTION

That part of Tax Lot 14C and Tax Lot 16, in the Southeast 1/4, of the Northeast 1/4, of Section 13, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Southeast 1/4; thence North 87° 38' 40" East, (bearing referenced to the Nebraska State Plane System NAD 1983) along the South line of said Southeast 1/4, for a distance of 8.96 feet to the Southeast corner of Tax Lot 4 in said Northeast 1/4; thence North 02° 20' 12" West along the East line of said Tax Lot 4, for a distance of 91.12 feet to the Point of Beginning; thence continuing North 02° 20' 12" West along said East line for a distance of 80.00 feet; thence North 88° 13' 04" East, for a distance of 424.84 feet; thence South 89° 31' 03" East, for a distance of 880.43 feet to a point on the East line of said Southeast 1/4; thence South 02° 42' 30" East, along said East line of said Southeast 1/4, for a distance of 80.12 feet; thence North 89° 31' 03" West for a distance of 883.31 feet; thence South 88° 13' 04" West for a distance of 422.48 feet, to a point on said East line of said Tax Lot 4, said point also being the Point of Beginning.

Containing an area of 104,442 sq. ft. or 2.398 acres more or less.

 — PERMANENT OPPD EASEMENT

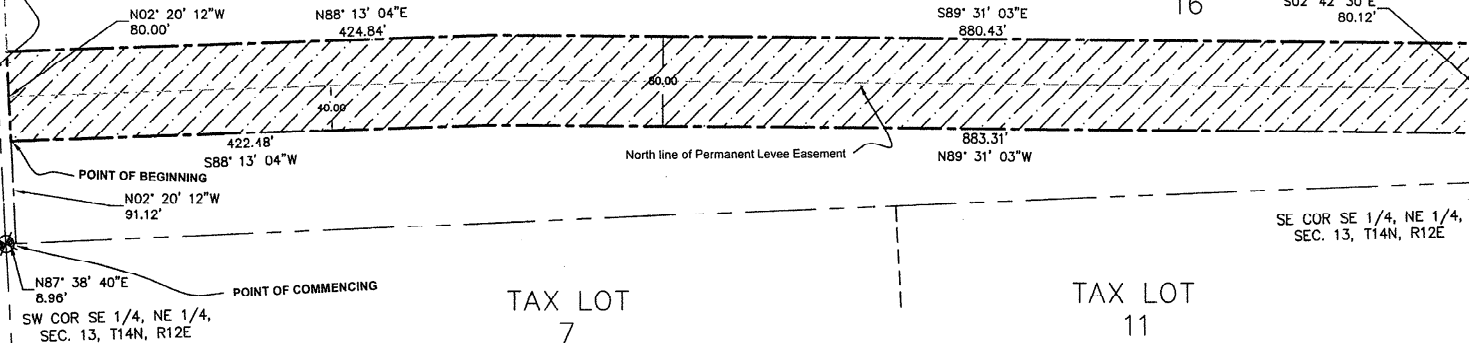



TAX LOT
14C

TAX LOT
16

TAX LOT
7

TAX LOT
11



 **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**
 8901 S. 154TH STREET
 OMAHA NE. 68138-3621
 OFFICE: 402-444-6222
 FAX: 402-895-6543
www.papionrd.org

TRACT 6, PERMANENT OPPD EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 13, TOWNSHIP 14 NORTH, RANGE 12 EAST

PROJECT: THOMPSON CREEK
DATE: 6-6-2014
DRAWN BY: 3MM
SCALE: 1" = 100'
SHEET: 1 OF 1

2015-03935 B