



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: 8-29-19  
OVH

### RIGHT-OF-WAY EASEMENT

DOUGLAS COUNTY, NEBRASKA, a political subdivision of the State of Nebraska  
("Grantor") is the owner(s) of the real estate described as follows (the "Grantor Property"):

Lot 16 in Menke Park, an addition to the City of Omaha as surveyed, platted and recorded in 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, in and across the following described real estate (the "Easement Area"):

See attached Easement Exhibit for description and sketch 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 facilities 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.

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 buildings, structures, improvements, trees, hay or straw stacks, retaining walls or loose rock walls, or other property to remain or placed in said Easement Area, but the same may be used for gardens shrubs, landscaping, paving and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. 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.

Where the District's facilities are placed adjacent to the Grantor Property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to the District's facilities.

The District shall have the right of ingress and egress across the Grantor 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 of the Grantor Property, 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.

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 asserting any right, title or interest prior to or contrary to this conveyance.

OPPD 1

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.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 30 day of August, 2019.

OWNERS SIGNATURE(S)

Douglas County, Nebraska

Sign: 

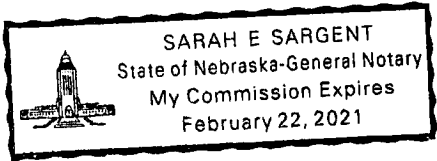
Print: Jerry Leahy

Title: Director of Public Property

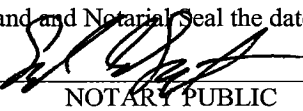
ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 30 day of August, 2019,  
by Jerry Leahy, Director of Public Property  
(Name(s) of Person(s) Signing)



Witness my hand and Notarial Seal the date above written.

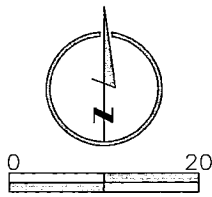
  
NOTARY PUBLIC

SE	¼	NW	¼	Section	10	Township	15	North	Range	12	East	DOU	County
						Subdivision		Menke Park			Lot	16-17	
ROW	ARE	Customer Rep				Engineer				W.O. #			

EXHIBIT A

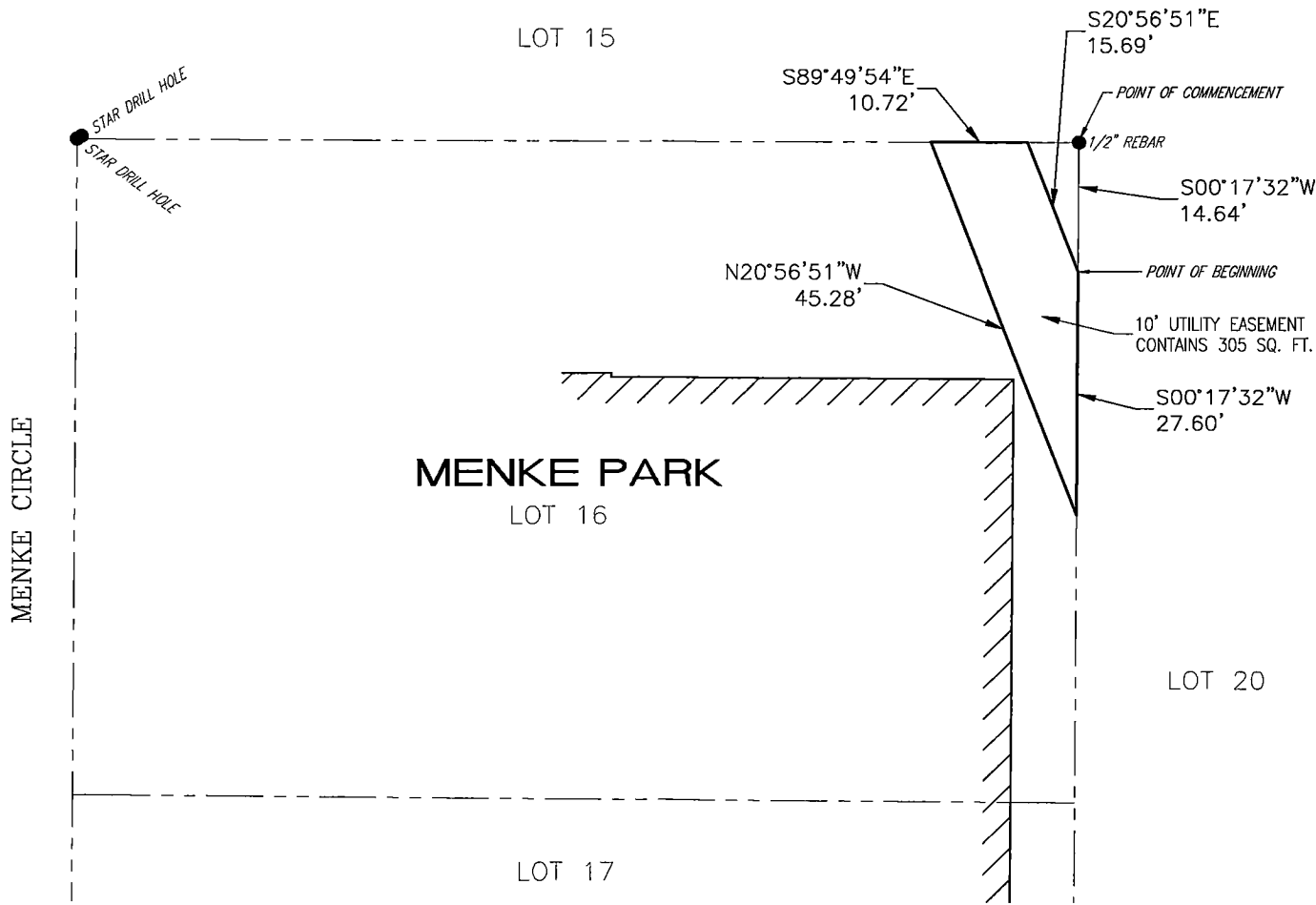
LEGAL DESCRIPTION

A PERMANENT 10.00 FEET WIDE UTILITY EASEMENT OVER THAT PART OF LOT 16, MENKE PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16;  
THENCE SOUTH 00°17'32" WEST (ASSUMED BEARINGS) FOR 14.64 FEET ON THE EAST LINE OF SAID LOT 16 TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 00°17'32" WEST FOR 27.60 FEET CONTINUING ON SAID EAST LINE;  
THENCE NORTH 20°56'51" WEST FOR 45.28 FEET TO THE NORTH LINE OF SAID LOT 16;  
THENCE SOUTH 89°49'54" EAST FOR 10.72 FEET ON SAID NORTH LINE;  
THENCE SOUTH 20°56'51" EAST FOR 15.69 FEET TO THE POINT OF BEGINNING.  
CONTAINS 305 SQUARE FEET.



LEGEND

- EASEMENT LINE
- LOT LINE
- BUILDING
- CORNERS FOUND



LAMP  
RYNEARSON

14710 W. DODGE RD, STE. 100  
OMAHA, NE 68154  
402.496.2498  
LampRynearson.com

DESIGNER / DRAFTER

MRT / RER

ENGINEER

PROJECT NUMBER

0119137.01-421

DATE

8/29/19

SURFACE LOCATION

BOOK AND PAGE

19-3, 4

EASEMENT  
EXHIBIT

L:\Engineering\0119137 Douglas County Survey\Drawings\19137-EXH1.dwg, 8/29/2019 9:52:57 AM, RACHEL RENNECKER, LAMP RYNEARSON