

10-29-86

## RIGHT-OF-WAY EASEMENT

Doc. No. 2121(001)

R/W 0000

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 "J" in the South Half of the Southwest Quarter (S $\frac{1}{2}$  SW $\frac{1}{4}$ ) of Section Six (6), Township Thirteen (13), Range Fourteen (14) East of the 6th P.M., Sarpy County, Nebraska.

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

A strip of land Fifty Feet (50') wide being Twenty-five Feet (25') either side of and parallel to the following described centerline:

Being at a point on the South line of Tax Lot "J", said point being One Hundred Twenty-five Feet (125') North of the South line of Section Six(6) and Fifty-Seven Feet (57) more or less, East of the West property line of said T.L. "J", thence Northerly Eleven Hundred Fifty-five Feet (1155') more or less, (continued on reverse side)

## CONDITIONS:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 2 day of Jan, 19 87

Richard B. For

Edwina A. For

05976

60-1195A

STATE OF COLORADO

COUNTY OF WELD

On this 2nd day of January, 1987,  
before me the undersigned, a Notary Public in and  
for said County, personally came

Richard B. Bole

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  
his voluntary act and deed for  
the purpose therein expressed.

Witness my hand and Notarial Seal at 2nd January  
in said County the day and year

last above written

Vincent E. Hargrove  
NOTARY PUBLIC

My Commission expires: 7 December 1990

STATE OF Wa.

COUNTY OF King

On this 4th day of March, 1987,  
before me the undersigned, a Notary Public in and  
for said County and State, personally appeared

Adrian C. Fee

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.

Vincent E. Hargrove  
NOTARY PUBLIC

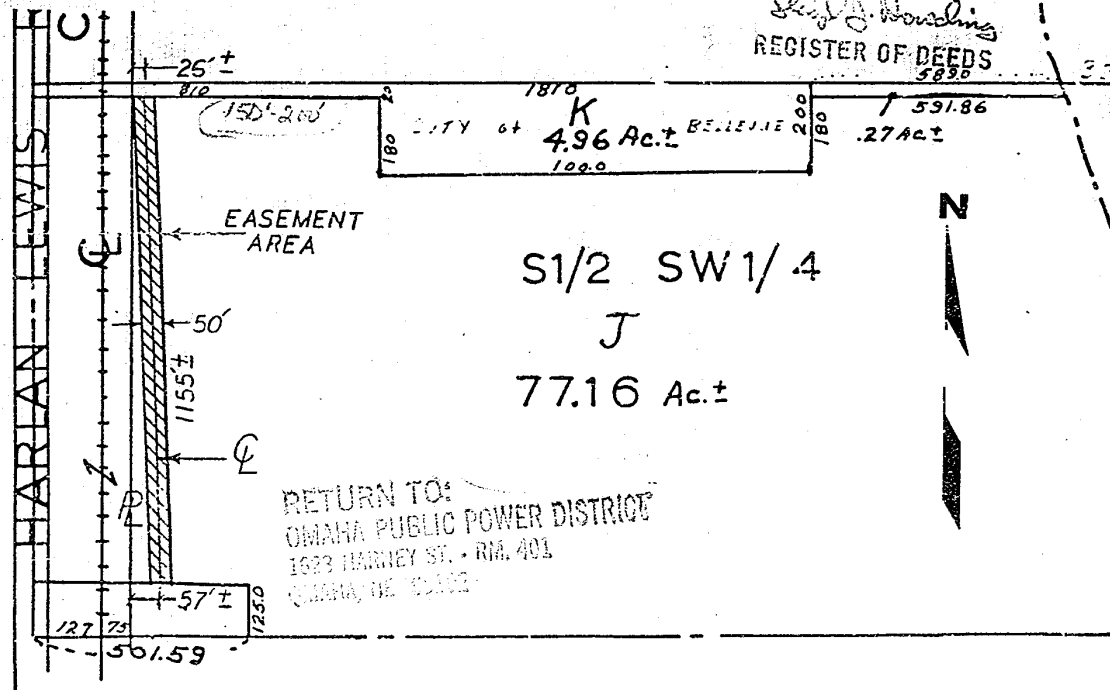
My Commission expires: Oct 1, 1990

To a point on the North property line of T.L. "J", said point being  
Twenty- Six Feet (26') more or less, East of the West property line  
of said T.L. "J". (See exhibit below)

BOOK 66 OF Misc Rec.  
PAGE 1195

1987 APR -9 PH 3:30

Shirley J. Dowling  
REGISTER OF DEEDS



Transmission Engineer \_\_\_\_\_ Date \_\_\_\_\_ Property Management \_\_\_\_\_ Date \_\_\_\_\_

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