



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

OPPD Doc. #: _____
 Date:
 ANCR

RIGHT-OF-WAY EASEMENT

HUMBOLDT SPECIALTY MANUFACTURING COMPANY, a Nebraska Corporation
 ("Grantor") is the owner(s) of the real estate described as follows (the "Grantor Property"):

A parcel of land situated in the Southeast ¼ of the Southwest ¼ of Section 27, T 16 N, R 13 E of the 6th P.M., City of Omaha, Douglas County State of Nebraska, bounded and described as follows:

Beginning at a point in the North City Limit Line of the City of Omaha and the North line of Read Street 72 feet wide, said point being 490 feet distant West, measured at right angles, from the North and South centerline of said Section 27; thence West along said North City Limit Line which is also along the North line of Read Street 72 feet wide a distance of 250 feet; thence North along a straight line parallel with and 740 feet distant West, measured at right angles, from said North and South center line of Section 27, a distance of 173.5 feet; thence East along a straight line parallel with and 173.5 feet distant North, measured at right angles, from said North line of Read Street a distance of 250 feet; thence South along a straight line parallel with and 490 feet distant West, measured at right angles, from said North and South center line of Section 27, a distance of 173.5 feet to the point of beginning.

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 electric facilities consisting of anchors, down guy wires and associated equipment upon, over, along, under, and across the following described real estate (the "Easement Area"):

A tract of land being the East 5 feet of the South 20 feet of the above described Grantor Property.

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 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 rick 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 Grantor's 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 that portion of the Grantor's Property immediately adjacent to the Easement Area 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.

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 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 8th day of November, 2017.

OWNERS SIGNATURE(S)

**HUMBOLDT SPECIALTY
MANUFACTURING COMPANY,**
a Nebraska Corporation

Sign: _____ Sign: _____
Print: JAMES H. KEENE, III Print: _____
Title: PRESIDENT Title: _____

ACKNOWLEDGMENT

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 8 day of November, 2017,
by James H Keene, 3rd.



Witness my hand and Notarial Seal the date above written.

Mary A. Patton
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	SW	¼	Section	27	Township	16	North	Range	13	East	DOUGLAS	County
ROW	BEL	Customer Rep				Engineer	G. GILMORE	W.O. #	609984-01				