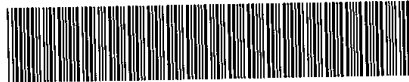


BK 1356 PG 536-538



MISC 2000 14663

RICHARD M. LAKECH  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

00 OCT 27 AM 10:39

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TRANS  
Revised October 25, 2000

**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, its successors and assigns, hereinafter called "Grantor", hereby grant and convey to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereinafter called "the 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:

All that part of Lot 6, Lot 3, and Lot 2, all in Block 10, Cedarnole Addition to the City of Omaha, as surveyed platted and recorded in Douglas County, Nebraska, described as follows: Beginning the southeast corner of said Lot 6 and running thence N02°09'58"W along the East boundary lines of said Lot 6, Lot 3, and Lot 2, a distance of 335.01 feet, more or less, to the northeast corner of said lot 2, thence S70°26'00"W along the North line of said Lot 2, a distance of 87.04 feet, more or less, to the East line of 72<sup>nd</sup> Street; thence running along said East line of 72<sup>nd</sup> Street the following courses and distances: S30°42'57"W, 34.68 feet, S00°55'16"E, 47.90 feet, S02°04'43"E, 98.59 feet, S45°02'04"E, 5.77 feet, S02°04'38"E, 60.89 feet, S42°54'58"W, 5.58 feet, and S02°04'41"E, 65.49 feet, more or less, to the South line of said Lot 6; thence N87°50'03"E along said south line, a distance of 104.03 feet, more or less, to the southeast corner of said Lot 6 and the point of beginning.

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

All that part of Lot 6, Block 10, Cedarnole Addition to the City of Omaha, as surveyed platted and recorded in Douglas County, Nebraska, described as follows: Beginning at a point on the South line of said Lot 6 that is 94.03 feet West of the southeast corner of said Lot 6 and running thence S87°50'03"W along said South line of Lot 6, a distance of 10.00 feet to the East line of 72<sup>nd</sup> Street; thence N02°02'41"W, along said East line of 72<sup>nd</sup> Street, a distance of 20.00 feet, thence N87°50'03"E along a line parallel to said South line of Lot 6, a distance of 10.00 feet; thence S 02°04'41"E along a line parallel to said East line of 72<sup>nd</sup> Street, a distance of 20.00 feet to the South line of said Lot 6 and the point of beginning. (See Exhibit "A" on the reverse side hereof for drawing of this easement area.)

Also, all those parts of Lot 2 and Lot 3, Block 10, Cedarnole Addition to the City of Omaha, as surveyed platted and recorded in Douglas County, Nebraska, described as follows: Commencing at the northeast corner of said Lot 2 and running thence S70°26'00"W along the North line of said Lot 2, a distance of 87.04 feet, more or less, to the East line of 72<sup>nd</sup> Street; thence running along said East line of 72<sup>nd</sup> Street S30°42'57"W, a distance of 31.04 feet to the POINT OF BEGINNING; thence continuing along said East line of 72<sup>nd</sup> Street the following courses and distances: S30°42'57"W, 3.64 feet, S00°55'16"E, 47.90 feet, S02°04'43"E, 98.59 feet, S45°02'04"E, 0.48 feet; thence N01°27'03"W, a distance of 105.80 to the POINT OF BEGINNING. (See attached Exhibit "B" for a drawing of this easement area.)

**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. Prior to construction of Grantee's electric facilities on the easement area, Grantee shall extend the North end of Grantor's curb cut 22 feet farther north.

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 understood and agreed that Grantee's electric facilities will be limited to one transmission line structure with its concrete foundation and insulators, hardware, and wires. No additional structures or utility equipment may be situated in the easement area without the consent of the Grantor and/or owner of the property.

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 its 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 has executed this instrument this 25 day of October, 2000.

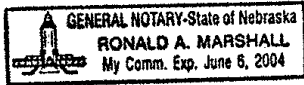
HOSCO, INC.  
Dale Hoaman  
X President

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
% Right of Way 6W/EP1  
444 South 16th Street Mall  
Omaha, NE 68102-2247

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 25<sup>th</sup> day of October, 2000, before me the undersigned, a Notary Public in and for said County, personally came Dale Hosman, \_\_\_\_\_ President of Hosco, Inc., personally, to me known to be the identical person who signed the foregoing instrument as grantor 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.



*[Signature]*  
NOTARY PUBLIC

### Exhibit "A"

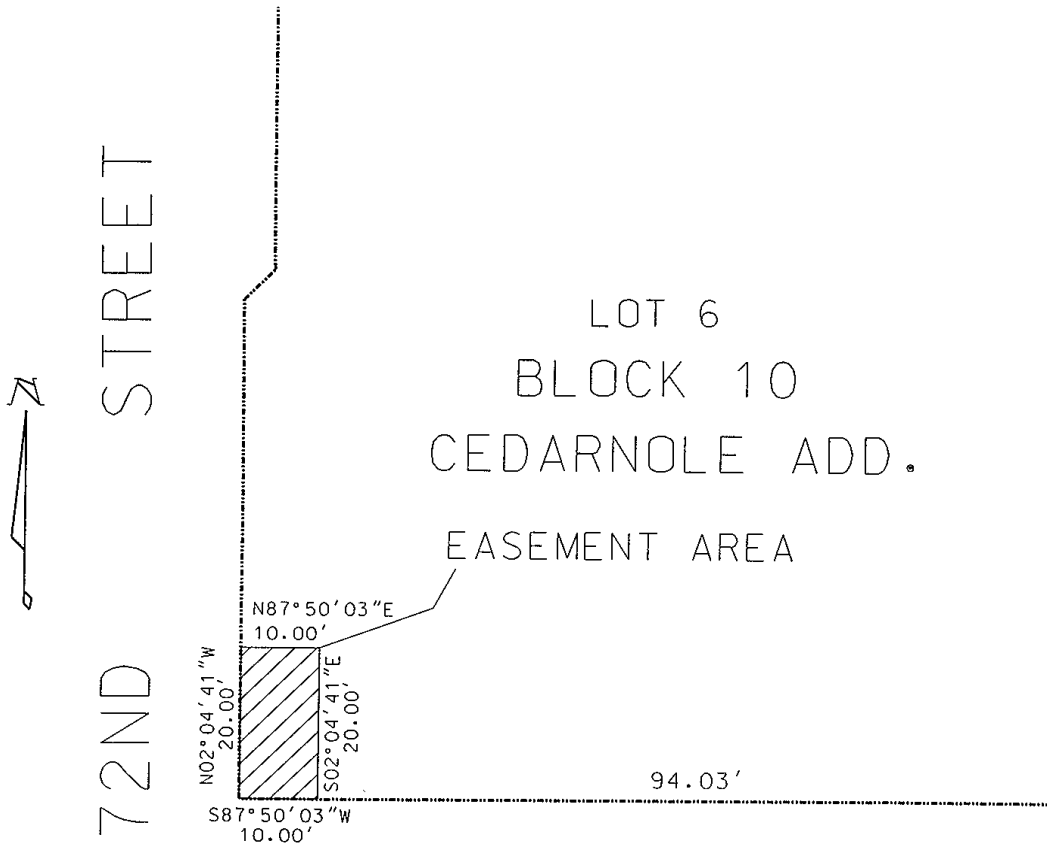


Exhibit "B"

