



1272 377 MISC



17316 98 377-379

RECEIVED

DEC 1 3 41 PM '98

98

RICHARD H. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

THIS PAGE INCLUDED FOR INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

17516  
~~MISSO~~ ~~19-15-11~~ ~~CO~~ ~~19-15-11~~ VP  
T 19-15-11 CO ~~19-15-11~~  
~~19-15-11~~ ~~19-15-11~~

17316  
T

TRANS  
Aug 18, 1998

Doc.# 2.154 00(002)

**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, 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:

That part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Nineteen (19), Township Fifteen (15) North, Range Eleven (11) East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter of the Northwest Quarter; thence N90°00'00"E (assumed bearing) along the South line of said Southwest Quarter of the Northwest Quarter a distance of 70.0 feet to the point of beginning; thence continuing N90°00'00"E a distance of 1069.35 feet; thence N00°00'00"W a distance of 340.0 feet; thence S90°00'00"W a distance of 1069.35 feet; thence S00°00'00"E a distance of 340.0 feet to the point of beginning..

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

Tract 1 Commencing at the Northeast corner of the above described tract; thence S00°00'00"E a distance of 125.1 feet to the north line of an existing OPPD easement; thence N90°00'00"W along the north line of said easement a distance of 63.1 feet to the point of beginning; thence N00°00'00"W a distance of 52.0 feet; thence N90°00'00"W a distance of 10.0 feet; thence S00°00'00"E a distance of 52.0 feet; thence N90°00'00"E a distance of 10.0 feet to the point of beginning.

Tract 2 Commencing at the Northeast corner of the above described tract; thence S00°00'00"E a distance of 125.1 feet to the north line of an existing OPPD easement; thence N90°00'00"W along the north line of said easement a distance of 92.6 feet; thence S00°00'00"E a distance of 20.1 feet to the point of beginning; thence N90°00'00"W a distance of 55.0 feet; thence S00°00'00"E a distance of 10.0 feet; thence N90°00'00"E a distance of 55.0 feet; thence N00°00'00"W a distance of 10.0 feet to the point of beginning.

**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.

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 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.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 3<sup>rd</sup> day of November, 1998.

OWNERS SIGNATURE(S)

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

**CORPORATE ACKNOWLEDGMENT**

STATE OF Nebraska  
COUNTY OF Douglas  
On this 3rd day of November, 1998, before me the undersigned, a Notary Public in and for said County, personally came Richard K. King of Trustee Peace Presbyterian Church

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 \_\_\_\_\_ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Barbara J. O'Keefe  
NOTARY PUBLIC

**INDIVIDUAL ACKNOWLEDGMENT**

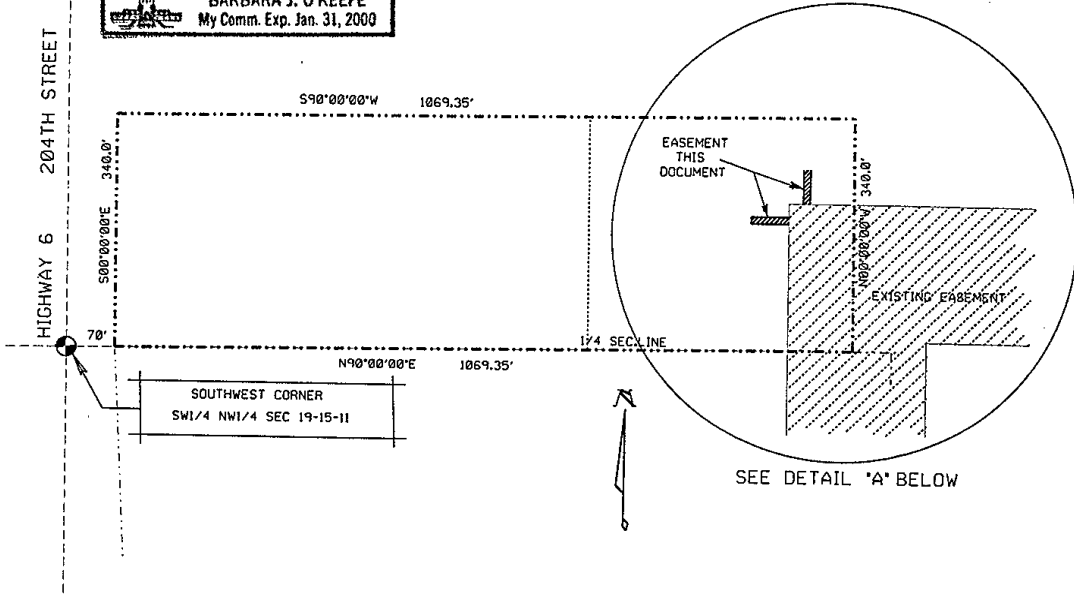
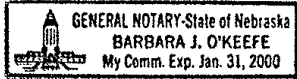
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

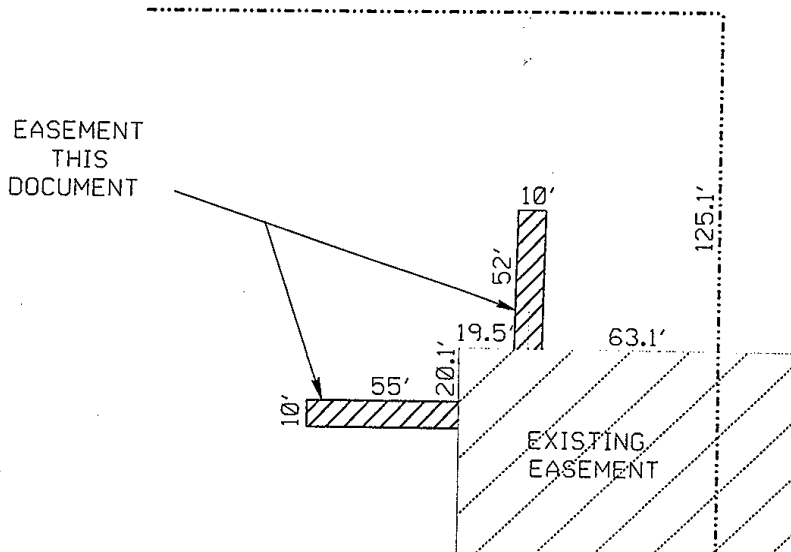
personally, to me known to be the identical person(s) and who acknowledged the execution thereof, to be \_\_\_\_\_ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

\_\_\_\_\_  
NOTARY PUBLIC



DETAIL "A"



Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_ ROW \_\_\_\_\_ Date \_\_\_\_\_  
Section NW1/4 19 Township 15 North, Range 11 East, County Douglas  
ROW Hagan Engineer Kuhlenengle Est \_\_\_\_\_ WO M1 0796