

89-04568

TEMPORARY
RIGHT-OF-WAY EASEMENT

I, Robert M. and Beverly A. Schaefer, Husband and Wife Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lot 1A, Crestview Heights Addition as surveyed, platted and recorded
in Sarpy County, Nebraska.

FILED SARPY CO. NE.
INSTRUMENT NUMBER
89-04568

INDEXED W
PAGED W
GRANTEE W
GRANTOR W
FILMED W
CHECKED W
FEES 2550

1989 APR 20 AM 10:11

50¢
STAMP COPY

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, referred to as "Grantee", a temporary right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

See the reverse side hereof for sketch of easement area.

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantee shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least twelve feet (12').
- (b) The Grantee 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.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade, elevation or any excavations shall be made therein without prior written approval of the Grantee, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) Where Grantee'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 Grantee's facilities.
- (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.
- (f) The terms and conditions stated herein shall become null and void and proper release executed and recorded within 90 days of the removal of all District facilities installed by virtue of this easement.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 19 day of April, 19 89.

Robert M. Schaefer
Beverly A. Schaefer
04568

89-04568A

STATE OF

COUNTY OF

On this _____ day of _____, 19____
before me the undersigned, a Notary Public in and
for said County, personally came _____

President of _____
personally to me known to be the identical persons)
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 at _____
in said County the day and year
last above written.

NOTARY PUBLIC

My Commission expires: _____

STATE OF

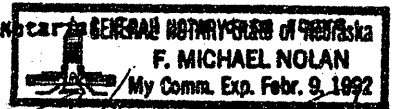
COUNTY OF

STATE OF Nebraska
COUNTY OF Douglas
On this 19 day of April, 1989
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

Robert M. Schaefer
Beverly A. Schaefer

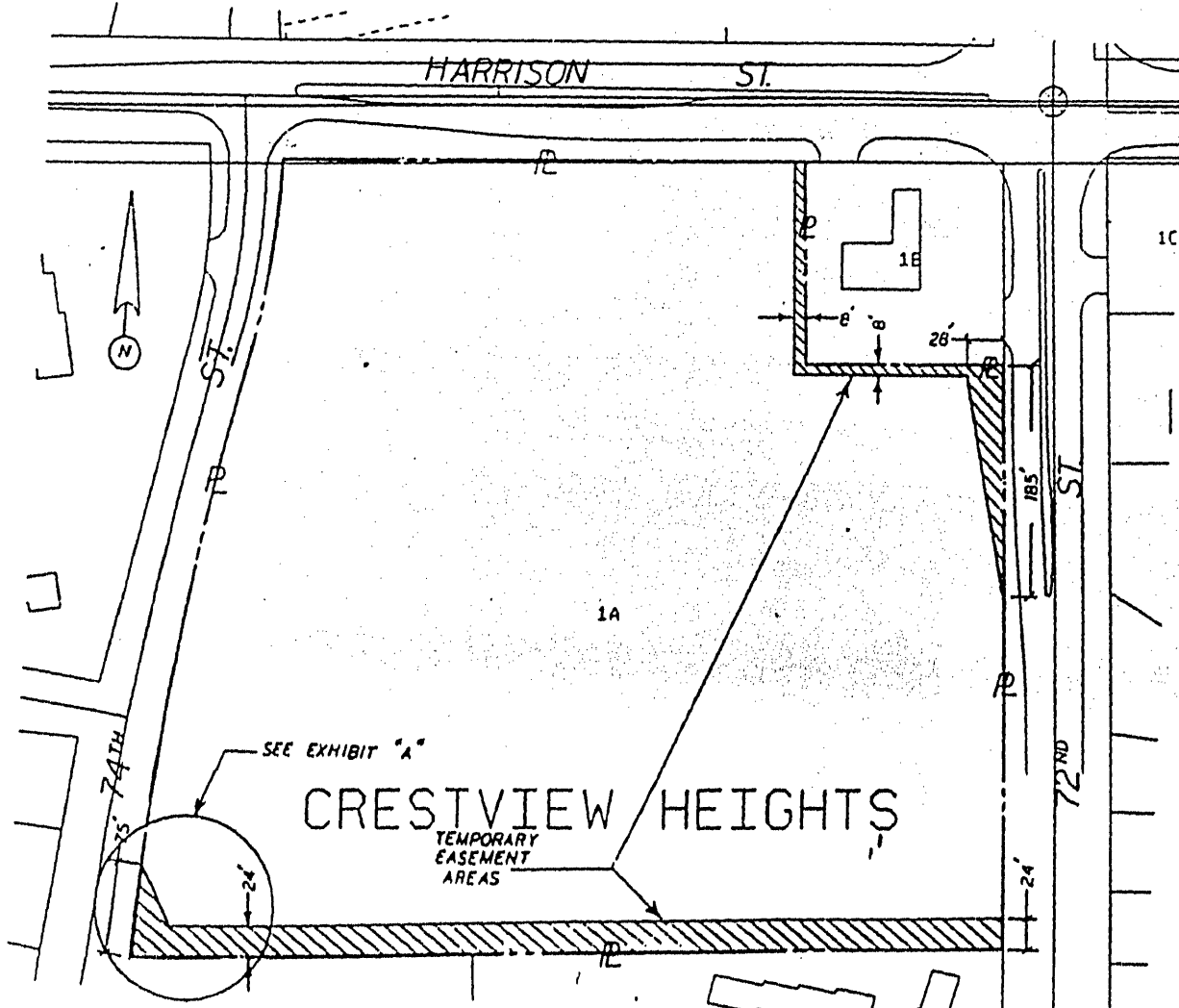
personally to me known to be the identical persons)
and who acknowledges the execution thereof to be
voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notary Seal at _____
written.



F. Michael Nolan
NOTARY PUBLIC

My Commission expires: 2-9-92



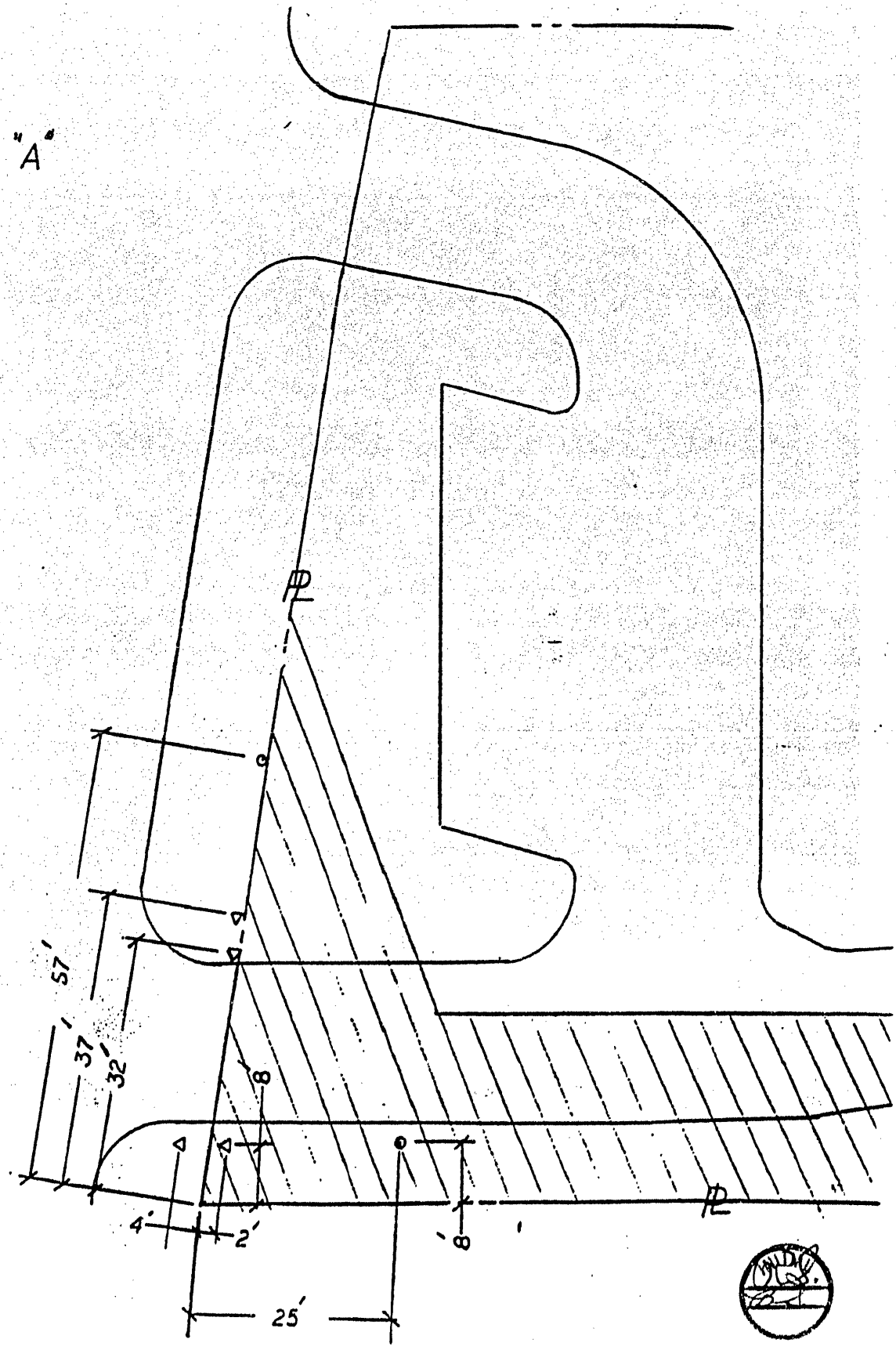
Distribution Engineer AK Date _____ Property Management _____ Date _____

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____

Section NE 14 Township 14 North, Range 12 East

Salesman Hagan Engineer Korte Est. # 4465 W.O. # 9978

EXHIBIT "A"



△ - OPPD ANCHORS
○ - OPPD POLES

89-04568C

MARVIN G. SCHMID
WILLIAM E. MOONEY, JR.
KEITH I. FREDERICK
CHARLES P. FIKE
WALDINE H. OLSON
JOHN R. TIMMERMIER
LARRY R. FORMAN
WILLIAM L. BIGGS, JR.
MICHAEL G. HELMS
RODNEY G. GNUSE
RICHARD D. MYERS
JOHN M. BURNS
DONALD L. SWANSON
DAVID L. CRAWFORD
JOSEPH F. GROSS, JR.
KATHLEEN C. SMITH
K. C. ENGDAHL
DONALD G. FURLOW
PAUL F. PRENTISS
CHARLES W. HIPPEE
MELINDA G. HESS
DAVID J. KOUKOL
KEVIN E. NAYLOR
MICHAEL D. KOZLIK
MARK R. SCHERER

SCHMID, MOONEY & FREDERICK, P. C.

ATTORNEYS AT LAW

1800 FIRST NATIONAL CENTER

SIXTEENTH AND DODGE STREETS

OMAHA, NEBRASKA 68102

(402) 341-7100

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(402) 341-2711

FRANK S. FORBES
J. J. KUBAT, JR.
OF COUNSEL

April 18, 1989

Robert M. and Beverly A. Schaefer
c/o Kenneth H. Townsend
KENDEL REAL ESTATE
Post Office Box 192
Papillion, Nebraska 68046

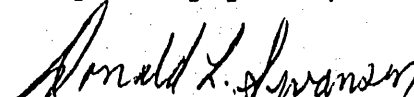
Re: Our File No. 5692-01

Dear Mr. and Mrs. Schaefer:

We are attorneys for Tender Heart Day Care, Inc.

We have reviewed the enclosed Temporary Right-of-Way Easement, with Exhibit "A" and Addendum attached. The document with the attachments is acceptable to Tender Heart Day Care, Inc.

Very truly yours,


Donald L. Swanson

DLS:jt

Enclosure

cc: Shirley LaBat (w/encl.)

ADDENDUM TO
TEMPORARY RIGHT-OF-WAY EASEMENT

The "conditions" portion of the attached "Temporary Right-of-Way Easement" is hereby modified as follows:

1. By deleting subparagraph (c) with respect to prior written approval from grantee; and
2. By adding the following condition:

"Grantee will restore the property upon termination of this easement to a condition consistent with the improvements and landscaping of the property at the time of termination and provide compensation for any damages to the property.

