

RIGHT-OF-WAY EASEMENT

R/W

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:

The Southwest Quarter (SW $\frac{1}{4}$) of Section Eleven (11), Township Eight (8) North, Range Thirteen (13), East of the 6th P.M., Otoe County, Nebraska.

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

A strip of land Twenty-five feet (25') in width, lying adjacent to and parallel to the East line of the above described real estate.

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 7 day of Nov, 1954.

Thomas Roger Bischof

Joan Bischof

Philip Arthur Bischof

Elaine Bischof

Leonard Bischof

~~William Bischof~~

Madeline Claire Gude

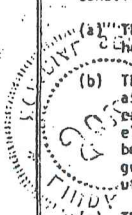
Herbert Gude

Eleanora Bischof

Harry Bischof

Mary Barbara Sand -372-

Bernard Sand



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 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 at _____
in said County the day and year
last above written.

NOTARY PUBLIC

My Commission expires: _____

X
STATE OF IOWA
COUNTY OF BLACK HAWK

On this 7th day of November, 19 84
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

Bernard F. Sand, M.D.
MaryBarbara Sand

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.

Dinda J. Kuzick
NOTARY PUBLIC

My Commission expires: Feb. 8th, 1987

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
1623 HARNEY ST. - RM. 401
OMAHA, NE 68102



No. 152

State of Nebraska, Otoe County: ss Filed for record in the Register of Deeds Office on
Jan. 17 1985 at 1:04 P M, recorded in Book 51 of Miscellaneous
page 372 *Jan. 17 1985* Register of Deeds

FEE: \$10.50

ENTERED ✓
INDEXED ✓
PAGE ✓
COMPARED ✓

Transmission Engineer *LAT* Date *6-1-84*; Land and Facilities Management _____ Date _____

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