

Recorder note:
Brook Valley II Business Park

99-19096

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99- 019096

99 JUN 16 PM 4: 33

Glenn J. Dowling
REGISTER OF DEEDS

Counter a
Verify M
D.E. S
Proof AK
Fee \$ 11.50
Ck Cash Chg

OPPD

TRANS
May 12, 1999

Doc.# 2.096 00(006)

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 and distribution 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:

Lot 2, Lot 3 and Lot 8 Brook Valley Business Park II as surveyed, platted and recorded in Sarpy County, Nebraska.

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

A fifty feet strip of land more particularly described as follows:

Commencing at the South ¼ Corner of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska; thence S86°27'00"W along the South line of said Section 17 a distance of 91.9 feet to a point on the East lot line of Lot 2 Brook Valley II Business Park; thence N24°43'11"W along east lot line of said Lot 2 a distance of 98.6 feet to the point of beginning; thence S85°50'53"W a distance of 466.1 feet; thence S79°21'05"W a distance of 640.1 feet; thence S85°46'51"W a distance of 67.7 feet to a point on the West lot line of Lot 8, Brook Valley II Business Park; thence N33°44'53"E along the West line of said Lot 8 a distance of 62.8 feet; thence N89°46'49"E a distance of 26.8 feet; thence N79°21'05"E a distance of 640.1 feet; thence N85°50'53"E a distance of 341.4 feet; thence S81°59'09"E a distance of 119.7 feet to the Northeast Corner of said Lot 2; thence S24°54'29"E along the East lot line of said Lot 2 a distance of 28.2 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. Grantor may use the right-of-way herein described for parking lot and private driveway purposes.

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 14th day of JUNE, 1999.

*Brook Valley II, Ltd.
Prime Realty, Inc., General Partner
James V. McCort, President*

OWNERS SIGNATURE(S)

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

019096

99-19096A

CORPORATE ACKNOWLEDGMENT

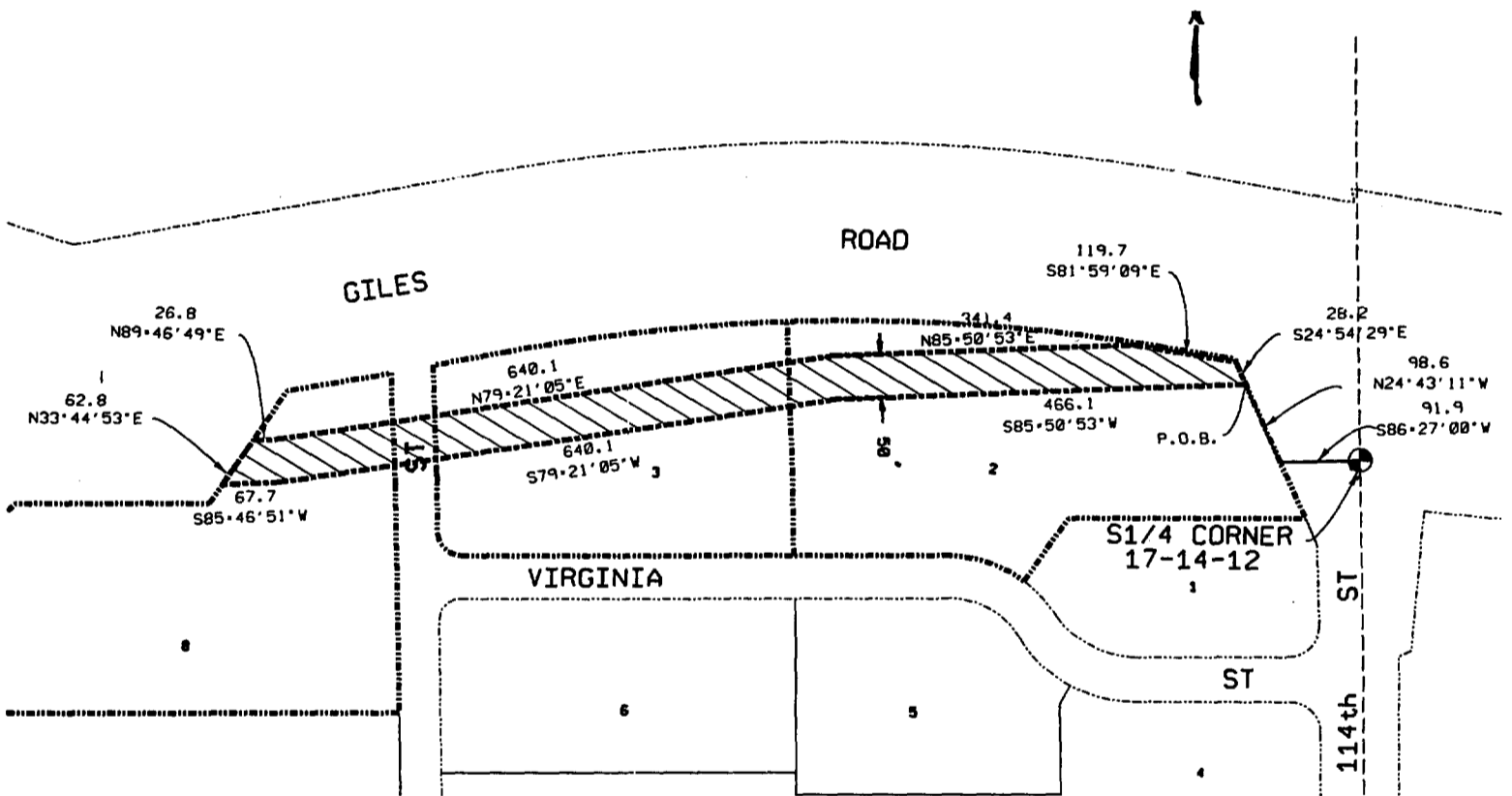
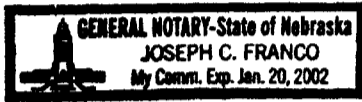
STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 14th day of JUNE 1999, before me the undersigned, a Notary Public in and for said County and State, personally appeared JAMES V. MCCART President of PRIME REALTY, INC. and personally, to me known to be the identical person(s) and who acknowledged the execution thereof, to be A voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Joseph C. Franco
NOTARY PUBLIC



Section SW1/4 17 Township 14 North, Range 12 East, County Sarpy
ROW Hagan Engineer Est WO