

OPPD Form No. 1-75-1  
Rev. 3/83

BOOK 791 PAGE 261

Distribution

9-17-86

RIGHT-OF-WAY EASEMENT

I, JOHN ELENKA  
of the real estate described as follows, and hereafter referred to as "Grantor",

Exhibit "A"  
LEGAL DESCRIPTION

A tract of land in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 2, Township 14 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 2, T14N, R12E, of the 6th P.M., which point is also on the centerline of "F" Street and 72nd Street in Omaha, Nebraska; thence West 1,578.0 feet, along the North line of the Northeast Quarter of said Section 2, which line is also the centerline of "F" Street; thence South 00°10' East, 1,415.0 feet, to the Point of Beginning, which point is on the East line of 76th Street; thence South 00°10' East, 200 feet, along the East line of 76th Street; thence due East, 373.57 feet; thence, along a curve whose radius is approximately 288 feet and whose arc is 30 feet from the centerline of the railroad track, a distance of 37.90 feet; thence North 8°21' West, a distance of 137.54 feet; thence, along a curve whose radius is 458.38 feet, a distance of 26.29 feet; thence due West, a distance of 347.67 feet, to the Point of Beginning.

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DODD COUNTY REC'D

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C/O  
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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 permanent 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 reverse side hereof for easement area.

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees 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 Grantees 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 Grantees, 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.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 25 day of SEP, 19 86.

[Signature]  
JOHN ELENKA

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STATE OF NE  
COUNTY OF Douglas

On this 23 day of Sept, 1986,  
before me the undersigned, a Notary Public in and  
for said County, personally came

John S. Lewis  
President of Glass Construction Inc.

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  
his voluntary act and deed for  
the purpose therein expressed.

Witness my hand and Notarial Seal at Omaha  
said County, the day and year  
last above written.

GENERAL NOTARY-State of Nebraska  
**BRIAN N. BLANEY**  
My Comm. Exp. July 31, 1988  
NOTARY PUBLIC

My Commission expires: July 31 1988

STATE OF  
COUNTY OF

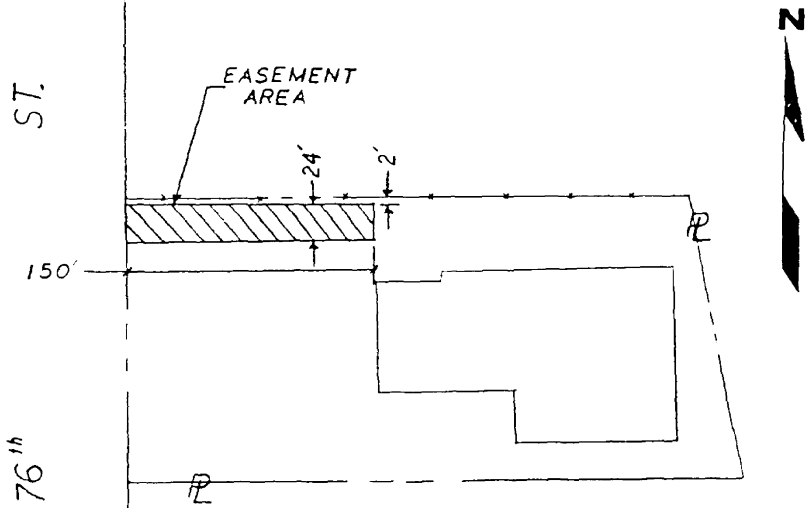
On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_,  
before me the undersigned, a Notary Public in and  
for said County and State, personally appeared

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

My Commission expires: \_\_\_\_\_



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

Distribution Engineer BLL Date 10-3-86 Property Management LH Date 10-1-86  
Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
Section NE 2 Township 14 North, Range 12 East  
Salesman Gaebel Engineer Gaebel Est. # 8602167 W.O. # 5762