

58-2341

Distribution

RIGHT-OF-WAY EASEMENT

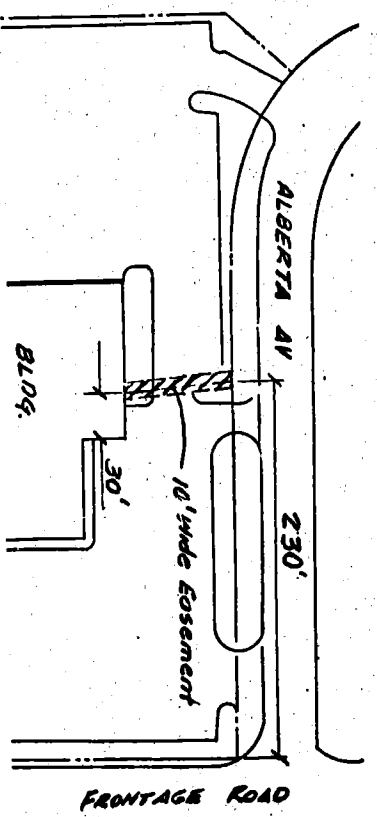
1. BelleVue Motor Inc. Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Two (2), Bellevue Business Park Replat I, an addition to Sarpy County, Nebraska,  
as surveyed, platted and recorded.

FILED SARPY CO. NE 10.50  
BOOK 57 OF Public Rec.  
PAGE 2344  
1985 OCT 28 PM 2:05

*Carl & Hilma*

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, 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:



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 hereinafore 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 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 parties hereto have signed their names and caused the execution of this instrument this 10 day of October, 1985.

*Carl & Hilma*  
13540

58-2341A

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  
last above written. in said County the day and year

My Commission expires:     

NOTARY PUBLIC

STATE OF Nebraska  
COUNTY OF Sarpy

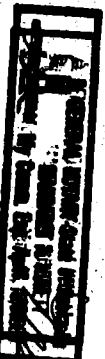
On this 18 day of Oct, 19      
before me the undersigned, a Notary Public in and  
for said County and State, personally appeared

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

Witness my hand and Notarial Seal the date above  
written.

My Commission expires:     



My Commission expires: 4-18-89  
NOTARY PUBLIC

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

Distribution Engineer           Date 10-14-85 Property Management:      Date 10/11/85  
Recorded in Misc. Book No.      at Page No.      on the      day of     , 19      
Section NW 23 Township 14 North, Range 13 East  
Salesman McCaw Engineer McCaw Est. # 8502158 U.O. # 3732