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GEORGE L. DUBLER, JR.
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RIGHT-OF-WAY EASEMENT

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① Enterprise Properties, Inc.

Owner(s) of the real estate

described as follows, and hereafter referred to as "Grantor"

SE NW

A tract of land in the Northwest Quarter (NW1/4) of Section 3, Township 14 North, Range 12 East of the 6th P.M. in Douglas County, Nebraska, the boundaries of which are more particularly described as follows: Commencing at the Southeast corner of the Northwest Quarter (NW1/4) of Section 3, T14N, R12E; thence North along the East line of the (NW1/4) of said Section 3 (centerline of 90th Street) 90.02 feet to a point on the extended north Right-of-Way line of "L" Street; thence North 88°56'00" West along the North Right-of-Way line of "L" Street 608.01 feet to the point of beginning; thence continuing North 88°56'00" West along the North Right-of-Way line of "L" Street 400.00 feet; thence due North 470.00 feet to a point on the South Right-of-Way line of "J" Street; thence South 88°56'00" East along the South Right-of-Way line of "J" Street 400.00 feet; thence due South 470.00 feet to the point of beginning.

Together with Lot 1, Enterprise Properties, Omaha, Douglas County, Nebraska more particularly described as a tract of land in the Northwest Quarter (NW1/4) of Section 3, Township 14 North, Range 12 East of the 6th P.M. in Douglas County, Nebraska, the boundaries of which are more particularly described follows: Commencing at the center of said Section 3, which point is the intersection of the Centerline of 90th Street and "L" Street; thence due North, along the East line of the Northwest Quarter (NW1/4) of said Section 3, which is also the Centerline of 90th Street, 90.02 Feet to a point on the extended North Right-of-Way line of "L" Street; thence North 88°56'00" West, along the North Right-of-Way line of "L" Street and that line extended 1008.01 Feet to the point of beginning, which point is also the Southwest corner of a tract of land heretofore conveyed to the A.Y. McDonald Company; thence North 88°56'00" West, continuing along the North Right-of-Way line of "L" Street, 199.99 Feet to a point; thence North 00°01'20" East for a distance of 470.28 Feet to a point on the South Right-of-Way line of "J" Street; thence South 88°55'56" East, along the South Right-of-Way line of "J" Street, 200.01 Feet to the Northwest corner of the McDonald Tract; thence South 00°01'31" West, along the West line of the McDonald Tract, 470.28 Feet to the point of beginning.

In these descriptions, the East line of the NW1/4 of Section 3, T14N, R12E (centerline of 90th Street) is assumed to bear due North and South.

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, hereafter referred to as "District", 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 THE REVERSE SIDE HEREOF FOR SKETCH OF EASEMENT AREA.

CONDITIONS:

Where the District's facilities are constructed the District shall have the right to operate, maintain, repair, replace and renew said facilities within a strip of land as indicated above, together with 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.

Where the District'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 District, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

Where the District'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 the District's facilities.

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.

② IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 12th day of January, 1994.

OWNERS SIGNATURE(S)

③ Enterprise Properties, Inc.
Thomas H. Egan, Pres.

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④

CORPORATE ACKNOWLEDGEMENT

STATE OF

Nebraska

COUNTY OF

Douglas

On this 12 day of January, 1994, before me the undersigned, a Notary Public in and for said County, personally came Thomas L. Egan

President of Enterprise Properties, 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 the date above written.

Pamela J. Sutton
NOTARY PUBLIC

 GENERAL NOTARY-State of Nebraska
PAMELA J. SUTTON
My Comm. Exp. Sept 4, 2004

INDIVIDUAL ACKNOWLEDGEMENT

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

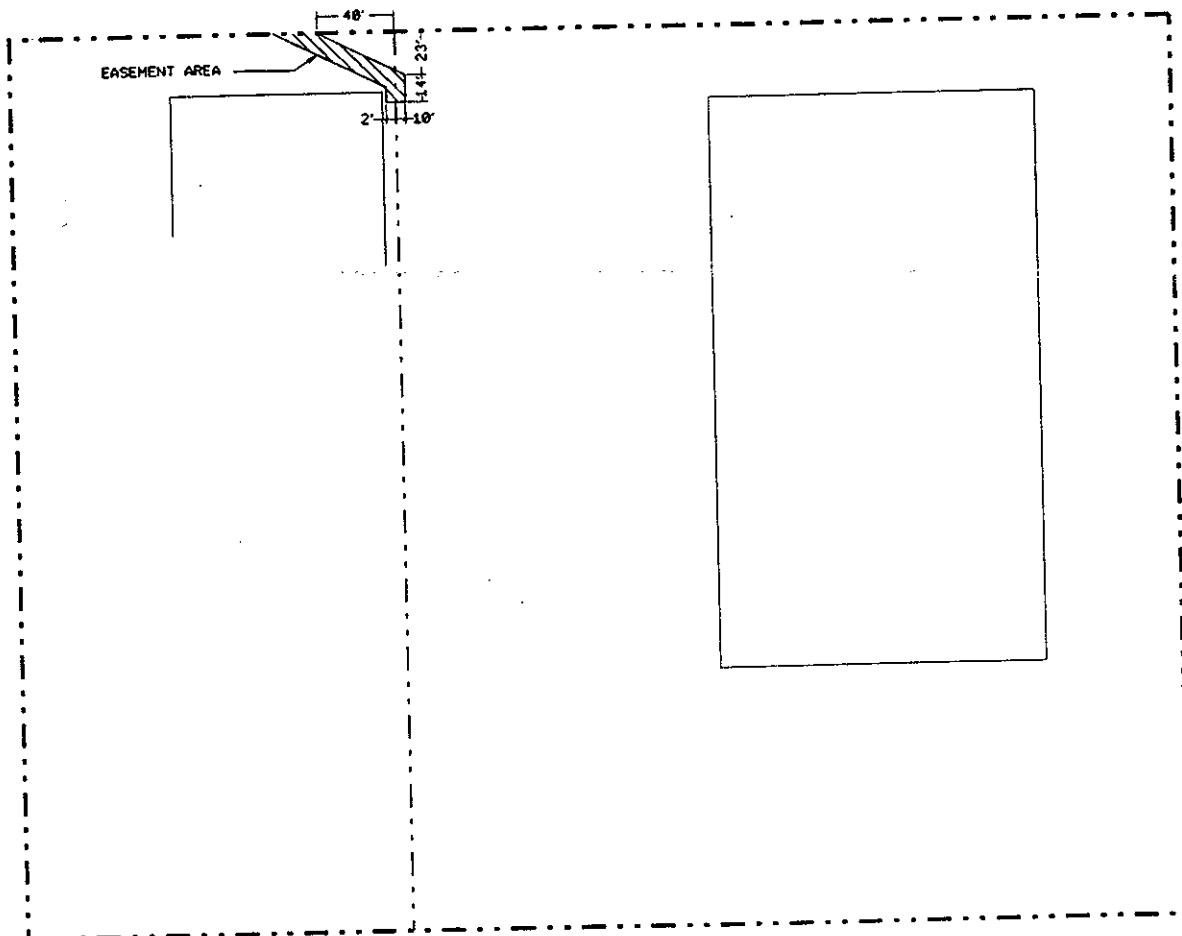
_____ personally to me known to be the identical person(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

" J "

STREET



STREET