



BK 0826 PG 587



MISC 1987 16346

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

RIGHT-OF-WAY EASEMENT

I, TVI ONE PARTNERSHIP, a Nebraska General Partnership Owner(s)
We, _____ of the real estate described as follows, and hereafter referred to as "Grantor",

That part of Lot 14, Riverfront Industrial Park, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the SE corner of said Lot 14; thence N69° 29' 49"W (assumed bearing) 209.96 feet on the Southerly line of said Lot 14; thence N20° 30' 11"E, 20.00 feet on the Southerly line of said Lot 14; thence N69° 29' 49"W, 423.22 feet on the Southerly line of said Lot 14 to the centerline of an existing 30 foot wide sewer easement as shown on the final plat of said Riverfront Industrial Park and the point of beginning; thence N24° 13' 25"E, 370.72 feet on the centerline of said easement to the Northerly line of said Lot 14; thence Northwesterly on the Northerly line of said Lot 14 on a 570.67 foot radius curve to the right, chord bearing N64° 09' 12"W, chord distance 48.00 feet, an arc distance of 48.01 feet to the point of tangency; thence N61° 44' 33"W, 202.39 feet on the Northerly line of said Lot 14 to a point of curve; thence Northwesterly on the Northerly line of said Lot 14 on a 979.93 foot radius curve to the right, chord bearing N56° 58' 32"W, chord distance 162.87 feet, an arc distance of 163.06 feet to the NW corner of said Lot 14; thence S33° 20' 00"W, 94.32 feet on the West line of said Lot 14 to a point of curve; thence Southwesterly on the Westerly line of said Lot 14 on a 469.28 foot radius curve to the right, chord bearing S63° 31' 27"W, chord distance 471.99 feet, an arc distance of 494.56 feet to the SW corner of said Lot 14; thence S69° 29' 49"E, 726.24 feet on the Southerly line of said Lot 14 to the point of beginning.

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 with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

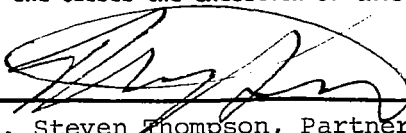
See the reverse side hereof for sketch of easement area:

CONDITIONS: The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

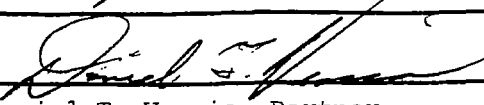
In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/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 _____ day of _____, 19 _____.



R. Steven Thompson, Partner



Daniel T. Vescio, Partner

Distribution Engineer QASP Date 5/28/87 Property Management L.H. Date 8-27-87

Section NE 1/4 35 Township 16 North, Range 13 East
Salesman Graves Engineer Gillett Est. # 8700693 W.O. # 7000
155 IDA ST.

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF

STATE OF Nebraska

COUNTY OF

COUNTY OF Douglas

On this ___ day of ___, 19 ___, before me the undersigned, a Notary Public in and for said County, personally came ___

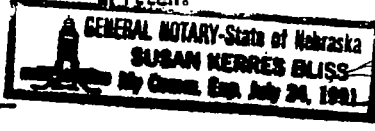
On this 25 day of August, 19 87, before me the undersigned, a Notary Public in and for said County and State, personally appeared

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.

R Steven Thompson + Daniel T. Vesic - Partners of TWT One Partnership - General Partnership. 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 at ___ in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.



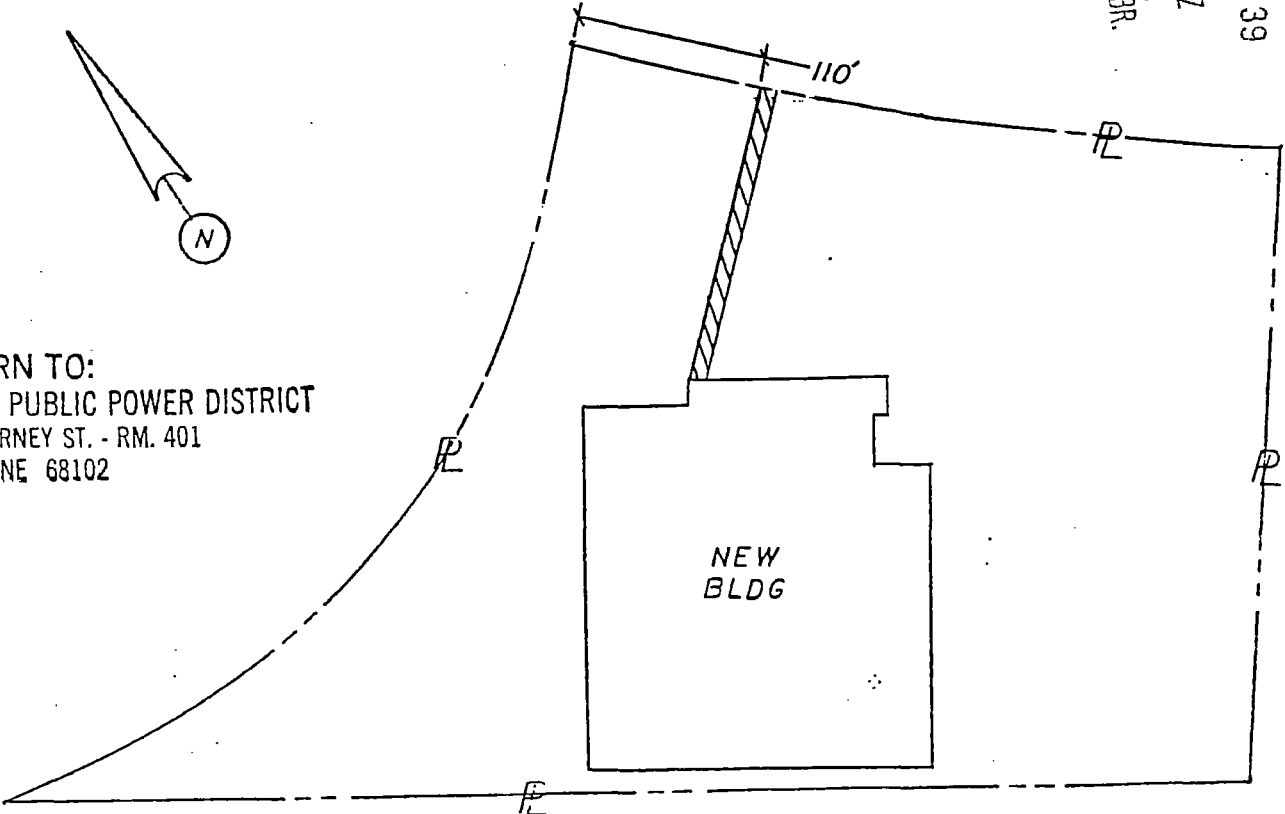
NOTARY PUBLIC

NOTARY PUBLIC

16346 Misc

PK 826 N 86-225 MB FEE 10.50
NO 588 N 86/219 DEL VK MC
OF Mess COMP F/B 52-33030

RECEIVED
1987 SEP 16 AM 10:39
GEORGE J. BUSLERICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.



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