



BK 0885 PG 163



MISC 1989 06908

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

April 18, 1989

TEMPORARY

RIGHT-OF-WAY EASEMENT

BOOK 885 PAGE 163

Distribution

I, EJE LTD, a Limited Partnership Owner(s)
 we, of the real estate described as follows, and hereafter referred to as "Grantor",

Lots Six Hundred Sixteen (616) and Six Hundred Seventeen (617), Ponderosa Addition as surveyed, platted and recorded in Douglas County, Nebraska.

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 temporary 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 temporary easement area.

Grantee agrees that after three (3) years from the date hereof and upon written request from Grantor, the pole and anchor located on the common lot line of lots 616 & 617 will be moved to accommodate future construction on said lots.

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').

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.


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.

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.

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.

The terms and conditions stated herein shall become null and void and proper release executed and recorded within 90 days of the removal of all District facilities installed by virtue of this easement.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 27th day of APRIL, 19 89.


CON. PARTNER

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 27th day of April, 1989, before me the undersigned, a Notary Public in and for said County, personally came

Elias J. Eliopoulos, General Partner
~~XXXXXX~~ of EJE LTD, a Limited Partnership

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, Nebraska in said County the day and year last above written.

NOTARY PUBLIC

My Commission expires:

STATE OF

COUNTY OF

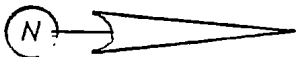
On this ____ day of ____, 19____, before me the undersigned, a Notary Public in and for said County and State, personally appeared

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.

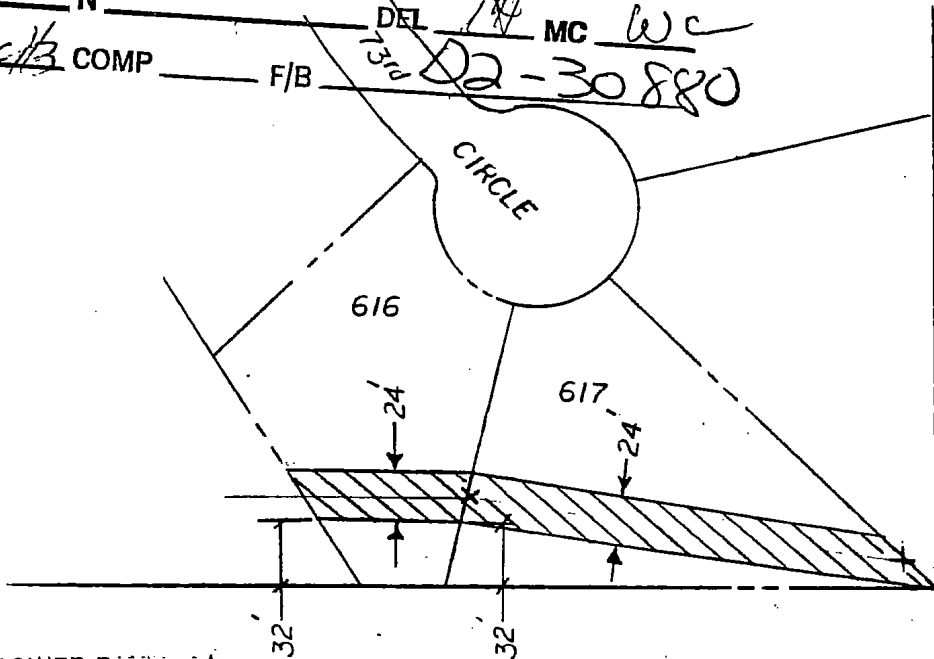
Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

My Commission expires:



BK 885 N
 PG 163-164 N
 OF W.C. 13 COMP F/B
 C/O FEE 10.50
 DEL 1/4 MC W.C.
 73rd D2-30880



RECEIVED
 1989 MAY -2 PM 4:00
 GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBRASKA
 DREXEL

RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 % Real Estate Division
 444 South 16th Street Mall
 Omaha, NE 68102-2247

Distribution Engineer _____ Date _____ Property Management _____ Date _____
 Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
 Section SE 1/4 11 Township 14 North, Range 12 East
 Salesman Hagan Engineer Korte/Schmelting Est. # 4465 W.O. # 9978