

COUNTER ah C.E. ah  
VERIFY ah D.E. ah  
PROOF \_\_\_\_\_  
FEES \$ 11.00  
CHECK# \_\_\_\_\_  
CHG OPPD CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

2010-30673

11/02/2010 9:06:34 AM

*Clay J. Dowling*

REGISTER OF DEEDS



DIST

Revised September 15, 2010

Doc.#

**RIGHT-OF-WAY EASEMENT**

**THE CITY OF BELLEVUE, NEBRASKA, a municipal corporation**

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Tax Lots 5A2, 6B2 and 6A2 to the City of Bellevue, in the East Half of the Northeast Quarter (E 1/2 NE 1/4) Section 27, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., Sarpy County Nebraska.

And

Tax Lot 6A11 to the City of Bellevue, in the West Half of the Northwest Quarter (W 1/2 NW 1/4) Section 26, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., Sarpy 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, 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:

Beginning at the Southeast Corner of said Tax Lot 6A11 thence N22°07'29"E along the West right of way line of Fort Crook Road (former US Highway 73-75) a distance of 16.66 feet; thence N67°23'54"W a distance of 15.32 feet; thence N22°07'29"E a distance of 28.00 feet; thence N67°23'54"W a distance of 10.00 feet; thence S22°07'29"W a distance of 28.00 feet; thence N67°23'54"W a distance of 174.90 feet; thence N67°07'21"W a distance of 184.55 feet; thence N67°40'47"W a distance of 175.38 feet; thence N26°04'55"E a distance of 13.03 feet; thence N68°37'40"W a distance of 10.03 feet; thence S26°04'55"W a distance of 13.13 feet; thence N71°21'39"W a distance of 93.69 feet to the East right of way line of Union Pacific Railroad; thence S26°04'55"W along the East right of way line of Union Pacific Railroad a distance of 32.87 feet to the North right of way line of Cornhusker Road (former Avery Road West); thence S69°22'12"E a distance of 666.17 feet to the point of beginning, containing 0.43 acres more or less.

And

Beginning at the intersection of the North right of way line of Cornhusker Road and the West right of way line of Union Pacific Railroad thence N24°27'39"E along the west right of way line of Union Pacific Railroad a distance of 11.94 feet; thence N73°42'20"W a distance of 152.73 feet; thence N71°23'55"W a distance of 198.92 feet to a point on the North right of way line of Cornhusker Road; thence S50°45'40"E a distance of 22.11 feet; thence S68°48'04"E a distance of 213.11 feet; thence S79°10'41"E a distance of 101.64 feet; thence S69°14'05"E a distance of 39.67 feet to the point of beginning, containing 0.11 acres more or less.

(See 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 consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, and 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 District 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 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.

*RLR (E)  
O.P.P.D*

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 25<sup>th</sup> day of October, 2010.

OWNERS SIGNATURE(S)

Gary Mixan  
Gary Mixan  
Mayor - City of Bellevue, Nebraska

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEBRASKA

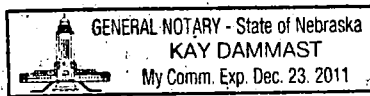
COUNTY OF SARPY

On this 25<sup>th</sup> day of October, 2010, before me the undersigned, a Notary Public in and for said County, personally came

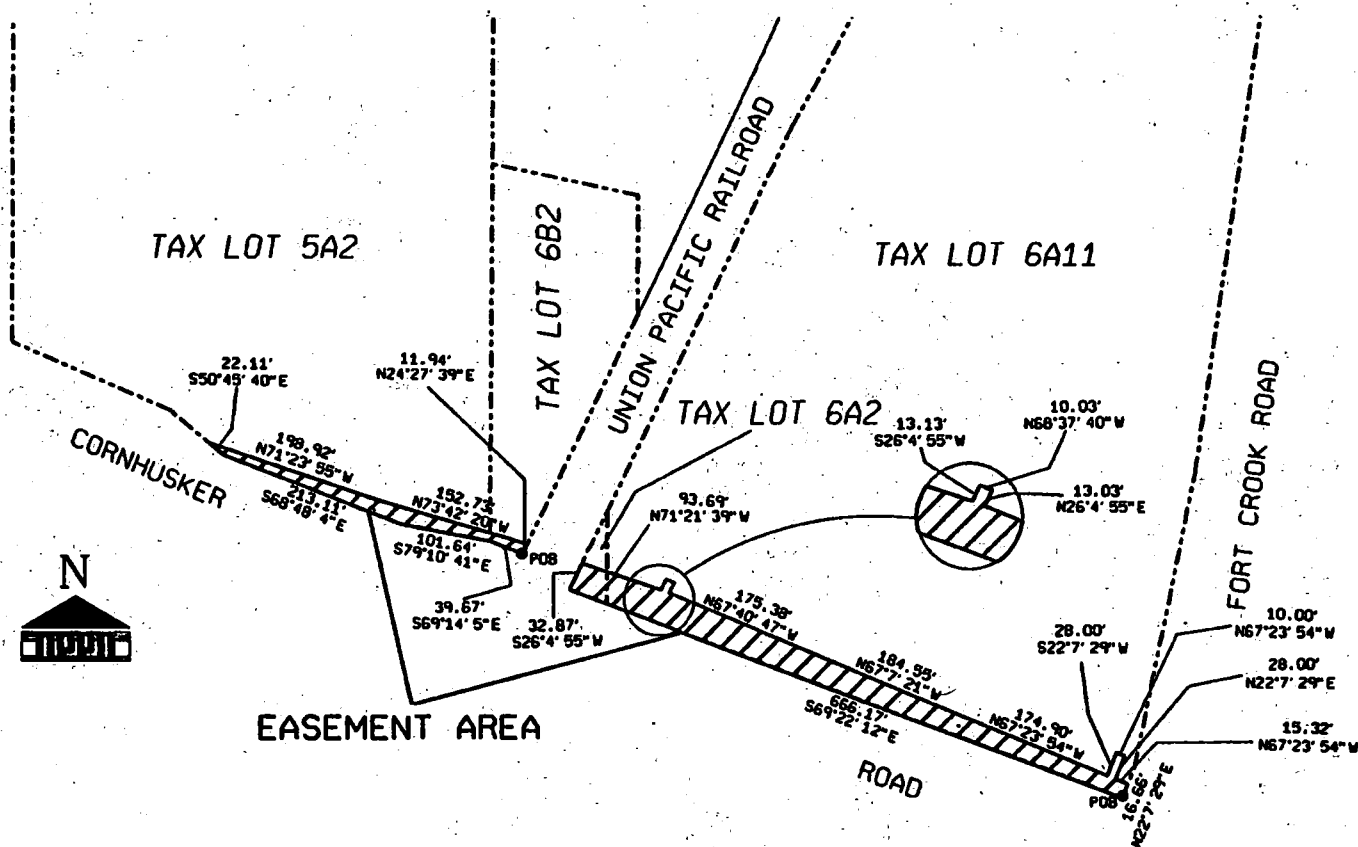
GARY MIXAN, Mayor of THE CITY OF BELLEVUE, NEBRASKA, personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Kay Dammast  
NOTARY PUBLIC



**EXHIBIT "A"**



NW 26  
NE 1/4, Section 27, T 14 N, R 13 E, County Sarpy ROW JDF  
Customer Rep \_\_\_\_\_ Engineer Hardebeck Est. # \_\_\_\_\_ W.O.# 384611