

OPPD Form No. 1-75-1

DISTRICT

#226

RIGHT-OF-WAY EASEMENT

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

A tract of land located in the Southwest corner of Lot 3C, Buccaneer Bay, a subdivision surveyed, platted and recorded in Cass County, Nebraska, described as follows: Commencing at the Southwest corner of said Lot 3C, Buccaneer Bay, thence N69°12'12"E, 40.0 feet to the point of beginning; thence N18°23'44"E, 184.5 feet; thence S88°46'16"E, 68.38 feet; thence S50°17'59"E, 184.55 feet; thence S12°36'28"W, 38.0 feet; thence along a curve to the right, concave Southerly, having a radius of 454 feet an arc length of 264.69 feet to the point of beginning.

COMPARED

Doc # 226
FILED FOR RECORD 9-29-75 AT 10:05 A.M. IN BOOK 17 OF Misc.
PAGE 616 REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpot \$ 3.25

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, and the OMAHA PUBLIC POWER DISTRICT, a corporation, its successors and assigns, collectively referred to as "Grantees", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

The Southerly Ten (10) feet of the Easterly Ten (10) feet of the above described property.

* Lincoln Telephone & Telegraph

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 hereinbefore 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) 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.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 12th day of August 1975

By: Buccaneer Bay, Inc.
Sterling R. Flott President

STATE OF _____
COUNTY OF _____
On this _____ day _____, 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.

STATE OF NEBRASKA
COUNTY OF CASS
On this 12th day of August, 1975
before me the undersigned, a Notary Public in and for said County and
State, personally appeared Sterling R. Flott,
President of Buccaneer Bay, Inc.,
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. and the voluntary act
and deed of said corporation.

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

DIANA L. ORR
General Notary State of Nebr.
My Commission Expires
May 24, 1979

Diana L. Orr
NOTARY PUBLIC

My Commission expires: _____
Distribution Engineer 14 Date 6/13/75; Land Rights and Services _____ Date _____
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 33 Township 13 North, Range 13 East Salesman Cope Engineer Ferry Est. #25817 N.C. #7989

Golf Course Maint. Bldg.
Buccaneer Bay