

RIGHT-OF-WAY EASEMENT

# 227

I, Buccaneer Bay, Inc. Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor":  
Buccaneer Bay Addition, an addition located in part of the South Half (S½) of Section 28, Part of Section 32, Part of Section 33 and the part of the West Half (W½) of the West Half (W½) Section 34 all in Township 13 North, Range 13, East, also the North Five Hundred Seventy-seven and Five Tenths feet (577.5') of the Northwest Quarter (NW¼) of Section 4 and part of the Northeast Quarter (NE¼) of Section 5, and part of the East Half (E½) of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section 5 all in Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska. (Blocks 1 through 26 inclusive)

Doc # 227  
FILED FOR RECORD 8-29-75 AT 4 M. IN BOOK 17 OF Misc  
PAGE 545 REGISTER OF DEEDS, CASS CO., NEBR.  
*Betty Philpot* # 13.75

COMPARED

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 X 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:

A strip of land 5' wide lying adjacent and parallel to the side lot lines of:

- Lots 1 through 13 inclusive, Block 1;
- Lots 1 through 14 inclusive, Block 2;
- Lots 1 through 26 inclusive, Block 3;
- Lots 1 through 21 inclusive, Block 4;
- Lots 1 through 41 inclusive, Block 5;
- Lots 1 through 32 inclusive, Block 6;
- Lots 1 through 36 inclusive, Block 7;
- Lots 1 through 43 inclusive, Block 8;
- Lots 1 through 11 inclusive, Block 9;
- Lots 1 through 9 inclusive, Block 10;
- Lots 1 through 48 inclusive, Block 11;

\*Lincoln Telephone & Telegraph Company

(continued on back)

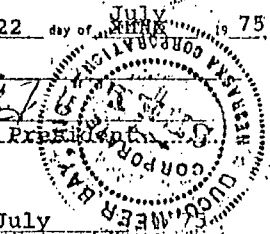
CONDITIONS:

- (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 22 day of July 19 75

Buccaneer Bay, Inc.

By: Sterling R. Flott President



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF NEBRASKA  
COUNTY OF Douglas

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

On this 22 day of July  
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.

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.

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

NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Engineer 114 Date 4/25 Contract and Specifications Engineer 114 Date 4/25

Engineer 114 Date 4/25 Contract and Specifications Engineer 114 Date 4/25

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East Salesman Cope Engineer Ferry Est. # 1000, W. O. # 6200  
Section 28, 32, 33, 34, T13N, R13E  
Section 4, 5, T12N, R13E

Lots 1 through 16 inclusive, Block 12;  
Lots 1 through 43 inclusive, Block 13;  
Lots 1 through 10 inclusive, Block 14;  
Lots 1 through 73 inclusive, Block 15;  
Lots 1 through 41 inclusive, Block 16;  
Lots 1 through 28 inclusive, Block 17;  
Lots 1 through 11 inclusive, Block 18;  
Lots 1 through 9 inclusive, Block 19;  
Lots 1 through 10 inclusive, Block 20;  
Lots 1 through 19 inclusive, Block 21;  
Lots 1 through 24 inclusive, Block 22;  
Lots 1 through 54 inclusive, Block 23;  
Lots 1 through 40 inclusive, Block 24;  
Lots 1 through 83 inclusive, Block 25;  
Lots 1 through 100 inclusive, Block 26.

