

RIGHT-OF-WAY EASEMENT

I, Howard Vann Owner(s)
of the real estate described below, and hereafter referred to as "Grantor(s), 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 NORTHWESTERN BELL TELEPHONE COMPANY, 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:

A tract of land located in the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 23, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the point of intersection of the East right-of-way line of 76th Street and the North right-of-way line of Howard Street; thence N00°06'16"E, (assumed bearing), along said East right-of-way line of 76th Street and the East line of West Pacific Terrace, a subdivision located in said W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 23, a distance of 585.67 feet to a point on the Southwesterly bank of the Little Papillion Creek; thence S28°18'04"E, along said Southwesterly bank of the Little Papillion Creek, a distance of 0.65 feet; thence Southwesterly along said Southwesterly bank of the Little Papillion Creek, on a curve to the left with a radius of 1082.71 feet, a distance of 281.55 feet, said curve having a long chord which bears S35°45'03"E, a distance of 280.76 feet; thence S00°06'16"W, a distance of 357.25 feet to a point on said North right-of-way line of Howard Street; thence N90°00'00"W along said North right-of-way line of Howard Street, a distance of 164.76 feet to the Point of Beginning.

CONDITIONS:

- (a) Since Grantor does not intend to dedicate any streets, alleys or public ways for public use, where Grantees facilities are to be constructed to serve Grantor's apartment project, Grantees shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace add to, maintain and operate service lines, poles, wires, cable, crossarms, guys and anchors and other instrumentalities for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound of all kinds and the reception thereof, including all services of the Grantees to the improvements on the above described real estate, over, above, along, under, in and across a strip of land Ten feet (10') in width, being Five feet (5') on each side of and parallel to facilities as constructed by Grantees.
- (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted excepting those portions thereof which will be occupied by apartment structures and/or garages (The terms apartment house structures shall not include adjacent walks, driveways, parking areas or streets) and excepting those portions which may hereafter be occupied by a swimming pool and bathhouse, the specific location thereof to be hereafter agreed upon between the parties. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Grantor, its successors and assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantees' facilities have been constructed.
- (d) Grantees shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be.
- (e) Grantees may extend any facilities constructed hereunder from which service to said project is accomplished through and beyond said project the same as if said facilities were in dedicated streets, alleys or public ways.
- (f) It is further agreed 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 or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantees forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notary Seal this 9th day of SEPTEMBER, 19 85.

[Signature]

STATE OF _____
COUNTY OF _____
On this _____ day of _____, 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 DOUGLAS
On this 9th day of SEPTEMBER, 19 85,
before me the undersigned, a Notary Public in and for said County and State, personally appeared
HOWARD VANN

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.



[Signature]
NOTARY PUBLIC

My Commission expires: _____

My Commission expires: FEBR. 1, 1989

Distribution Engineer RJQ Date 9-13-85 Land Rights and Services DKK Date 9/13/85
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section SE $\frac{1}{4}$ 23 Township 15 North, Range 12 East Salesman Kramolisch Engineer Kramolisch st. 85017500.0

5903 F
MISC

RECEIVED
1985 SEP 26 PM 3:28
GEORGE J. BOGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 752
Page 741
of Misc
Fee 5.00
Del VK
Index AK
Comped AK
N 23-15-12-17
Comped BS
MC BC