

FILED FOR RECORD ON THIS 22 DAY OF May A.D. 1976 AT O'CONNOR, M. AND RECORDED IN THE BOOK 9 PAGE 555 FEE \$3.25

RIGHT-OF-WAY EASEMENT

Register of Deeds

In Small to Leonard Hamata

of the real estate described below, the heretofore 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 OHMA 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:

The Northeast Quarter (NE 1/4) of Section Two (2), Township Seventeen (17) North, Range Five (5) East of the 6th P. M., Dodge County, Nebraska.

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, heretofore 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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notary Seal this _____ day of _____, 19 _____.

Donald C. Council

STATE OF
COUNTY OF

STATE OF MINNESOTA
COUNTY OF OLMSTED

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

On this 17 day of Dec. 19 75 before me the undersigned, a Notary Public in and for said County and State, personally appeared Donald C. Council

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.

personally to me known to be the identical person(s) who acknowledged the execution thereof to be _____ 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.

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GRANTOR
GRANTEE
REGISTER
COMPANIED
PAGE



My Commission expires: _____

My Commission expires: _____

Distribution None Engineer HL Date 4/27/76 Land Rights and Services _____ Date _____

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____

Section 2 Township 17 North, Range 5 East Salesman Cope Engineer Woodhead Est. 26135 No. 0.893

Service for irrigation well
Leonard Hamata