

53-596

RIGHT-OF-WAY EASEMENT

We, Deryle Heger and Mabel Heger 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:

That part of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 21, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows: commencing at the Southwest Corner of said Northwest Quarter; thence North on the West Line of said Northwest Quarter; 862.69 feet to place of beginning; thence East 1336.00 feet to a line 1318.50 feet West of and parallel to the East Line of said Northwest Quarter; thence North to North Line of said Northwest quarter; thence West along North Line of said Northwest Quarter to Northwest Corner of said Northwest Quarter, thence South along the West Line of said Northwest Quarter, to the place of beginning.

FILED FOR RECORD 9-22-80 AT 8:30 A.M. IN BOOK 53 OF Mas. Recs.  
PAGE 596 (Card of H. H. Hedges) REGISTRATION OF DEEDS, SARPY COUNTY, NEB. 325

CONDITIONS:

- (a) Where Grantees' facilities are constructed, Grantees shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate, at any time, service lines, poles, wires, cables, 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 residence on the above described real estate, over, upon, along, above, under, in and across a strip of land sixteen feet (16') in width, being eight feet (8') 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. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Grantor, its heirs, successors or 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) 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 Notarial Seal this 10 day of September, 19 80.

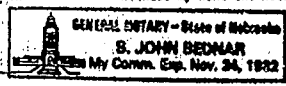
ATTEST:  
  
Deryle Heger  
Mabel Heger  
Grantor(s)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_  
personally to be 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 NEB  
COUNTY OF DIVISION  
On this 10 day of SEPTEMBER, 19 80, before me the undersigned, a Notary Public in and for said County and State, personally appeared DERYLE HEGER AND MABEL HEGER  
HEGER  
personally to me known to be the identical person(s) and who acknowledged the execution thereof to be THEIR 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.



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

Distribution Engineer Paul Date 9/16/80 Land Rights and Services Law Date 9/16/80

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Section 21, Township 14 North, Range 11 East, Salesman Craven, Engineer Dropinski Est. # 88828 W.O. # \_\_\_\_\_

Sheet 07600