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OPPD Form No. 1-75-1  
1978 MAY 25 AM 10:53  
C. HAROLD DSTLER  
REGISTER OF DEEDS  
DUBLAS COUNTY, NEBR.

RIGHT-OF-WAY EASEMENT

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Compl

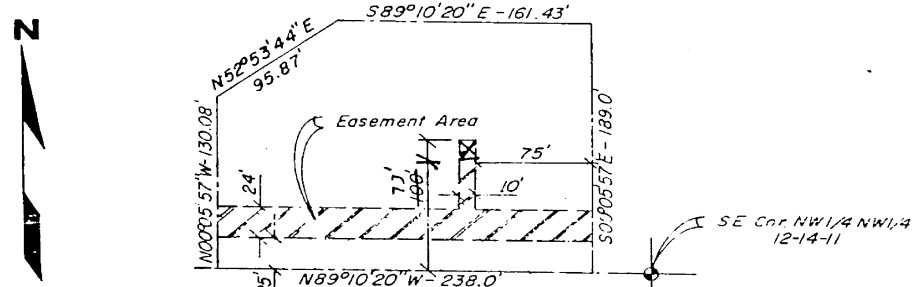
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12-14-11

1. Debak Property, Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",

A tract of land lying in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Twelve (12), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of said Section Twelve (12); thence N89°10'20"W, a distance of Thirty-seven and Fifty-three Hundredths feet (37.53') to the point of beginning; thence continuing along said line a distance of Two Hundred Thirty-eight feet (238'); thence N00°05'57"W, a distance of One Hundred Thirty and Eight Hundredths feet (130.08'); thence N52°53'44"E, a distance of Ninety-five and Eighty-seven Hundredths feet (95.87'); thence S89°10'20"E, a distance of One Hundred Sixty-one and Forty-three Hundredths feet (161.43'); thence S00°05'57"E, a distance of One Hundred Eighty-nine feet (189') to the point of beginning.

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:



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 3rd day of May, 1978.

*Michael G. Sherman*  
Partner

*John R. Kidd*  
Partner

STATE OF IOWA  
COUNTY OF PAGE

On this 3rd day of May, 1978, before me the undersigned, a Notary Public in and for said County, personally came Michael G. Sherman Partner DEBAK PROPERTIES

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 his voluntary act and deed for the purpose therein expressed.

Shenandoah, IA  
*Lucienne K. Judgen*  
NOTARY PUBLIC  
My Commission Expires: Sept. 30, 1979

STATE OF IOWA  
COUNTY OF PAGE

On this 3rd day of May, 1978, before me the undersigned, a Notary Public in and for said County and State, personally appeared John R. Kidd Partner of DEBAK PROPERTIES

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.

*Lucienne K. Judgen*  
NOTARY PUBLIC  
My Commission Expires: Sept. 30, 1979

Distribution Engineer Date 4/26/78 Land Rights and Services Date 5/7/78  
Recorded in Misc. Book No. at Page No. on the day of Perkins  
Section 12 Township 14 North, Range 11 East Salesman Horsman Engineer Perkins Est. #30903 N.O. #8547