

49-601

RIGHT-OF-WAY EASEMENT

No. Center Associates Owner(s)
of the real estate described as follows, and hereafter referred to as "grantor".

Lot 314 Twinridge - an addition to the City of Bellevue, Sarpy County, Nebraska.

FILED FOR RECORD 9-27-76 AT 8:30^A IN BOOK 49 OF Miss. Recs
601 Carl L. Hildebrand REGISTER OF DEEDS, SARPY COUNTY NEB 6 25

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:

For location of easement area, refer to sketch on the reverse side of the document.

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 Grantors 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 17th day of Sept., 19 76

Center Associates
Carl L. Hildebrand, Managing Partner

STATE OF _____
COUNTY OF _____
On this _____ day _____ 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 Lancaster
On this 17th day of September, 19 76
before me the undersigned, a Notary Public in and for said County and
State, personally appeared _____
Russell Brehm, Managing Partner of
Center Associates
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.

NOTARY PUBLIC

My Commission expires: _____

WILLARD C. BECK, SR.
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES IN FULL
MAY 1, 1980

Distribution Engineer AH Date 9/23/76 Land Rights and Services RLLP Date 9/21/76
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____
Section _____ Township _____ North, Range _____ East Saleperson SVacina Engineer Plummer Est. 28462 v.o. 3616

sect 59521
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49-607A

