

POOR INSTRUMENT FILED

OPPD Form No. 1-75-2

BOOK 634 PAGE 274

Ass. Blanket

RIGHT-OF-WAY EASEMENT

1. Old Orchard West Inc.

Me, the undersigned, 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:

All of Lot 2 and part of Lot 1, Sherwood Plaza Commercial and part of 135th Street all located in the SE1/4 of Section 25, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the point of intersection of the West right-of-way line of 132nd Street and the South right-of-way line of Montclair Drive, said point also being the Northeast corner of said Lot 1, Sherwood Plaza Commercial; thence S00°10'40"E, (assumed bearing), along said West right-of-way line of 132nd Street, a distance of 866.67 feet; thence S89°29'20"W, a distance of 200.00 feet; thence S00°10'40"E, a distance of 241.95 feet to a point on the North right-of-way line of West Center Road; thence, along said North right-of-way line of West Center Road, on the following described courses; thence N67°52'22"W, a distance of 674.70 feet; thence S33°30'51"W, a distance of 474.70 feet; thence S83°30'51"W, a distance of 302.66 feet to the Southwest corner of said Lot 1, Sherwood Plaza Commercial; thence N00°09'50"W along the West line of said Lot 1, Sherwood Plaza Commercial, a distance of 75.58 feet to a point on the East right-of-way line of 135th Street; thence S03°30'51"W, a distance of 50.31 feet to the West right-of-way line of 135th Street; thence S00°09'50"W, along said West right-of-way line of 135th Street, a distance of 247.51 feet; thence Northwestwesterly, along said West right-of-way line of 135th Street, on a curve to the left with a radius of 1,135.00 feet, a distance of 143.22 feet, said curve having a long chord which bears N02°45'45"W, a distance of 143.13 feet; thence N82°36'22"E, a distance of 25.00 feet; thence Northwestwesterly, on a curve to the left with a radius of 1,160.00 feet, a distance of 258.82 feet, said curve having a long chord which bears N13°47'09"W, a distance of 258.28 feet; thence N69°29'20"E, a distance of 25.00 feet to a point on the East right-of-way line of 135th Street; thence N20°10'40"W, along said East right-of-way line of 135th Street, a distance of 330.72 feet to the point of intersection of said East right-of-way line of 135th Street and the South right-of-way line of Greyer Ave.; thence, along said South right-of-way line of Montclair Drive on the following described courses; thence N69°49'20"E, a distance of 140.00 feet; thence Easterly on a curve to the right with a radius of 553.00 feet, a distance of 153.73 feet; thence N89°49'20"E, a distance of 841.00 feet to the Point of Beginning.

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, ~~instrumentalities~~ cables, ~~instrumentalities~~ 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 buildings on the above described real estate, over, upon, along, above, 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. 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 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 Notarial Seal this 3 day of May, 1980.

ATTEST:

ATTEST:
Old Orchard West Inc
Frank K. West
Grantor(s)

STATE OF Nebraska
COUNTY OF Douglas
On this 3 day of May, 1980
before me the undersigned, a Notary Public in and for said County,
personally came Frank K. West
President of Old Orchard West Inc
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.

STATE OF _____
COUNTY OF _____
On this _____ day of _____, 19____
before me the undersigned, a Notary Public in and for said County and State, personally appeared _____
personally to me known to be the identical person(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

GENERAL NOTARY - State of Nebraska
CHERYL A. SWANSON
My Comm. Exp. May 12 1988
NOTARY PUBLIC
My Commission expires: _____

Distribution Engineer: B.W. Date 3/14/80 Land Rights and Services Est. Date 1/1/80
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 25 Township 15 North, Range 11 East Salesman Horstman Engineer D'Louhy Est. # 32035 v.o. # 6587

Old Orchard West
132nd & W. Center
N.W.

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C. MARCO PERDUE
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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