

51-521

RIGHT-OF-WAY EASEMENT

1. We, Larry A. or Judy Ann Kubicki Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

The East Seven Hundred Ninety feet (790') of Tax Lot Four-A (T.L. 4A), being a part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Thirty (30), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Sarpy County, Nebraska.

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:

The East Ten feet (10') of the West Four Hundred Thirty-seven feet (437') of the South Three Hundred Eighty-six and six tenths (386.6') of the North Four Hundred Nineteen and Six tenths feet (419.6'), together with the East Seventeen feet (17') of the West Four Hundred Twenty-seven feet (427') of the South Ten feet (10') of the North Four Hundred Nineteen and six tenths feet (419.6') of the above described real estate.

FILE FOR RECORD 9-8-78 AT 9:00 A M. IN BOOK 51 OF MacReco.
PAGE 521 Carl S. Hillebrand REGISTER OF DEEDS, SARPY COUNTY NEB. 325

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 _____ day of _____, 19____.

Larry A. Kubicki
Judy Ann Kubicki

STATE OF Nebraska
COUNTY OF Sarpy
On this 26 day of July, 1978, before me the undersigned, a Notary Public in and for said County, personally came Larry A. Kubicki & Judy Ann Kubicki 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 their 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 Beatrice, Ne 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
DEANNA V. GRIMM
My Comm. Exp. Aug 15, 1981
NOTARY PUBLIC

NOTARY PUBLIC

My Commission expires: Aug 15, 1981

My Commission expires: _____

Distribution Engineer SH Date 8/2/78 Land Rights and Services SH Date 8/1/78

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 30 Township 14 North, Range 11 East Salesman Kuhn Engineer Hightower Est. # 85450 W.O. # 9233

Sheet # 07460