

RIGHT-OF-WAY EASEMENT

1. S.I.D. No. 106, FALCON FOREST, INC. Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One (1) thru Fifteen (15) inclusive, and Lots Thirty-nine (39) thru Fifty-two (52) inclusive in Falcon Forest, an addition in the Southeast Quarter (SE 1/4) of Section Five (5), and the Northeast Quarter (NE 1/4) of Section Eight (8), Township Thirteen (13) North, Range Thirteen (13) 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:

A five foot (5') wide strip of land abutting all front lots of the above described property.

FILED FOR RECORD 8-5-77 AT 9:11 A.M. IN BOOK 50 OF Misc. Recs.  
PAGE 669 Carl L. Hibbelin REGISTER OF DEEDS, SARPY COUNTY, NEB. 10-25

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\_\_.

Sanitary and Improvement District No. 106 Falcon Forest, Inc.

*Yale F. Trustin*  
Yale F. Trustin, Clerk

*Glen Palmer*  
Glen Palmer, Chairman

STATE OF *Nebr*  
COUNTY OF *Doug*

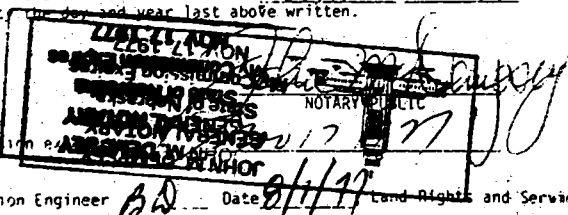
STATE OF *Nebr*  
COUNTY OF *Doug*

On this *28* day of *July*, 19 *77*, before me the undersigned, a Notary Public in and for said County, personally came *Yale F. Trustin* *Glen Palmer* *Chairman* *President* of *S.I.D. #106* 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.

On this *28* day of *July*, 19 *77*, 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.



My Commission expires: \_\_\_\_\_  
Distribution Engineer *BD* Date *8/1/77* Land Rights and Services *EWJ* Date *7/29/77*

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_  
Section *5 & 8* Township *13* North, Range *13* East Salesman *R. Graves* Engineer *Waszak* Est. *49129* x.O. *5750*

Falcon Forest  
36th & Leawood Dr.

*69428*