

52-621

RIGHT-OF-WAY EASEMENT

I, William G. Archibald Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor".

Lots One Hundred (100) thru One Hundred Eight-four (184), inclusive and out Lots "C" and "D", Hawaiian Village, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

FILED FOR RECORD 9-11-79 AT 9:20 A M. IN BOOK 52 OF Miss Recd
PAGE 621 Carl L. Hibbeler REGISTER OF DEEDS, SARPY COUNTY, NEB. 24-50

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 DAWA 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 strip of land Five feet (5.00') in width, lying adjacent to and parallel to the road side of Lots One Hundred (100) thru One Hundred Eighty-four (184); the northerly five feet (5.00') of out Lot "D", (along Kona Circle); the west five feet (5.00') of out Lot "D" (along 78th Street) and a strip of land Five feet (5.00') in width, lying adjacent to and parallel to the road side of out Lot "C" all in Hawaiian Village.

CONDITIONS:

- (a) Where Grantees 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 Grantees 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 thereon 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 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 August, 1979.

Hawaiian Village
William G. Archibald

STATE OF _____
COUNTY OF _____
On this _____ day of _____, 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 DOUGLAS
On this 3rd day of August, 1979
before me the undersigned, a Notary Public in and for said County and
State, personally appeared
WILLIAM G. ARCHIBALD
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.

Witness my hand and Notarial Seal the date above written.
GENERAL NOTARY - State of Nebraska
LEOLA J. BARTON
My Comm. Exp. Mar 23, 1983
NOTARY PUBLIC

My Commission expires: _____
NOTARY PUBLIC

My Commission expires: 3/23/81

Distribution Engineer BW Date 9/21/79 Land Rights and Services DK Date 9/19/79

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 27 Township 13 North, Range 12 East, Section Kuhn Engineer DROPTINSKI Est. 87816 N.D. # _____

Sec# 08698