118-358

OPPD Form No. 1-75-1

Distribution

RIGHT-OF-WAY EASEMENT

We, John R. & Joan M. Foley Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor".

Lots One (1) thru Twelve (12), inclusive, Lakeview Estates No. 2, an addition in Washington County, Nebraska, as surveyed, platted and recorded.

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 1223
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 7th DAY OF June A.D 1978
AT 9:15 O'CLOCK A M. AND RECORDED IN
BOOK 118 AT PAGE 358-359
COUNTY CLERK Charlotte A Petersen
DEPUTY Karen Madsen

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:

See sketch on the reverse side hereof for area of this addition covered by the terms of this easement.

1978 JUN -7 AM 9:15

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 31 day of May, 19 78.

X John R. Foley
X Joan M. Foley

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 acknowledge the execution thereof to be _____ 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: _____

STATE OF Nebraska
COUNTY OF Washington
On this 31st day of May, 19 78, before me the undersigned, a Notary Public in and for said County and State, personally appeared
John R. Foley &
Joan M. Foley, H&W
personally to me known to be the identical person(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

GENERAL NOTARY-State of Nebraska
DWIGHT E. REMPEL
My Comm. Exp. May 15, 1982

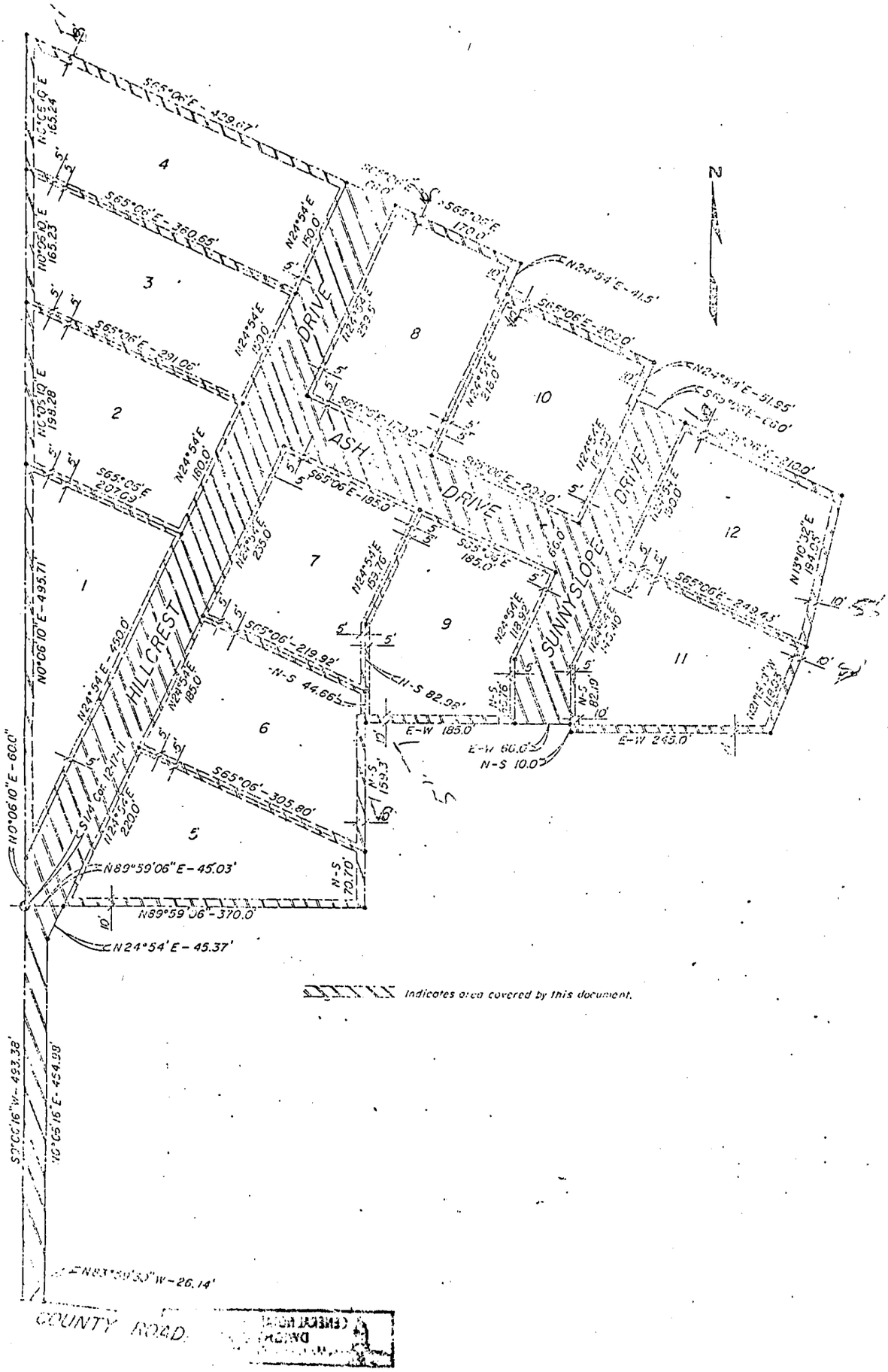
Dwight E. Rempel
NOTARY PUBLIC

My Commission expires: May 15, 1982

Registration Engineer AH Date 6/5/78 Land Rights and Services Elk Date 6/5/78.

Recorded in Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 32 Township 19 Range 13 East Salesman Kuhl Engineer JONES Est. 85859 R.O. 8965

118 358


HILLCREST
ASH DRIVE
SUNNYSLOPE DRIVE
N
S65°06'E - 439.67'
S65°06'E - 360.65'
S65°06'E - 291.06'
S65°06'E 207.03'
S65°06'E - 185.0'
S65°06'E - 219.92'
S65°06'E - 305.80'
S65°06'E - 243.43'
N24°54'E - 490.0'
N24°54'E - 41.5'
N24°54'E - 91.55'
N24°54'E - 45.37'
N0°06'10"E - 495.71'
N0°06'10"E - 60.0"
N89°59'06"E - 45.03'
N89°59'06 - 370.0'
N-S 44.66'
N-S 82.98'
E-W 185.0'
E-W 60.0'
N-S 10.0'
E-W 265.0'
S0°06'16"W - 493.38'
N0°06'16"E - 454.99'
N83°59'30"W - 26.14'
COUNTY ROAD
Indicates area covered by this document.