

7/ 9/79

375

OPPO Form No. 1-75-1

BOOK 619 PAGE 736

Distribution

RIGHT-OF-WAY EASEMENT

UNITED BENEFIT LIFE INSURANCE COMPANY

(owner(s))

Lots Three Hundred Forty-eight (348) thru Three Hundred Fifty (350'), Regency 6th Addition, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

3 paid

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REGISTERED IN THE  
DOUGLAS COUNTY RECORDS

Book 619  
Page 736  
of 114

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Index  
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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 DIST. 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 electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

The East five feet (5') of the West Twenty-one feet (21') of Lots Three Hundred Forty-eight (348) and Three Hundred Forty-nine (349) and the Northerly Seventy-nine and Fifty-eight hundredths feet (79.58') of the East Five feet (5') of the West Twenty-one feet (21') of Lot Three Hundred Fifty (350) all in Regency 6th Addition, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantee shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, structures, 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 whatsoever 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 6th day of August, 1979.

*[Signature]*  
Vice President

STATE OF NEBRASKA  
County of DOUGLAS

STATE OF  
COUNTY OF

On this 6th day of August, 1979, before me the undersigned, a Notary Public in and for said County, personally appeared T. A. CARMANY, Vice

On this day of 19 before me the undersigned, a Notary Public in and for said County and State, personally appeared:

President UNITED BENEFIT LIFE INSURANCE COMPANY 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.

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, Nebraska in said County the day and year first above written.

Witness my hand and Notarial Seal the date above written.

GENERAL NOTARY - State of Nebraska  
J. T. WILSON  
My Comm. Exp. Aug. 12, 1980

NOTARY PUBLIC

My Commission expires August 12, 1980

My Commission expires:

Distribution Engineer Date 7/27/79 Land Rights and Services Date 8/10/79

Recorded in Misc. Book No. at Page No. on the day of Section Township North, Range East Salesman Horstman Engineer D. Louhy Est. 50002 No. 9507