

81-2947

Distribution

BOOK 547 PAGE 274

RIGHT-OF-WAY EASEMENT

I, DIAL INVESTMENT COMPANY, INC., a corporation of the real estate described as follows, and hereinafter referred to as "Grantor",

Lots 22, 23, 24, 25, 26, 27, 28, 34, 35, 36, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 58 & 59, all in Winchester Heights, an addition to Douglas County, Nebraska as surveyed, platted & recorded, located in Sec. 31 T16N R12E.

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:

Within the East 10 ft. of the above described property.

11

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 31 DAY OF Jan 1975 AT 10:19 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

10.00

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 Grantor 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 Jan 1975

Dial Investment Company, Inc., a corporation

BY Donald F. Day, President

STATE OF Nebraska COUNTY OF Douglas

STATE OF COUNTY OF

On this 31st day of December, 1974, before me the undersigned, a Notary Public in and for said County, personally came Donald F. Day

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

President of Dial Investment Company, Inc. 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 the date above written.

Witness my hand and Notarial Seal the date above written.

C. Harold Ostler Notary Public

NOTARY PUBLIC

My Commission Expires

My Commission Expires

Recorded in 547, Book No. at Page No. on the day of 1975

Section 31 Township 16 North, Range 12 East Saleman MUYER Engineer W.B.P. Est. # 47170 N.O. # 9459, Part 2

I, of the real estate Part of Thirteen Ten (10) Douglas

In consideration OMAHA PUBLIC POW successors and a and renew its el

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IN WITNESS WHEREOF

Signature

STATE OF COUNTY OF

On this before me the undersigned, a Notary Public in and for said County, personally

President of personally to me foregoing instrument thereof to be for the purpose therein

Witness my hand and Notarial Seal the date above written.

My Commission Expires

Section 10 Township Wynne Fran 2302 No. 1