

RIGHT-OF-WAY EASEMENT

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Brook Hollow Inc.

of the real estate described below, and hereafter referred to as "Grantor", 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 to the Western 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, relocate and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

All of Lots 147 thru 152 inclusive, all of Lot 135 of that part of Lots 135 and 146 lying West of Interstate No. 680, together with a part of Lot 157, together with all of vacated 112th Street adjoining said Lots 146, 147 and 148, together with the Easterly 1/2 of vacated 112th Street adjoining said Lot 135 on the West, Bel Air, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska all more particularly described as follows: Beginning at the S.W. corner of said Lot 152; thence $100^{\circ}00'23''E$ (Assumed bearing) on the West line of said Lot 152, 93.15 feet to a point of curve; thence Northeastery on the Westerly line of said Lot 150 on a 64.77 foot radius curve to the right (chord bearing $119^{\circ}29'41''E$, chord distance 56.56 feet), an arc distance of 57.67 feet to a point tangency; thence $136^{\circ}58'59''E$ on the Westerly line of said Lots 149, 150, 151 and 152, 140.67 feet to a point of curve; thence Northeastery on the Westerly line of said Lots 145 and 146 on a 120.01 foot radius curve to the left (chord bearing $100^{\circ}02'56''E$, chord distance 150.54 feet), an arc distance of 163.19 feet to the S.E. corner of said Lot 157; thence $100^{\circ}00'08''E$ on a line parallel to the centerline of 114th Street, 186.11 feet to a point on the South line of said Lot 147; thence $168^{\circ}30'12''W$ on the South line of said Lot 147, 337.13 feet to a point on the West line of said Interstate No. 680; thence $5^{\circ}03'42''W$ on the West line of said Interstate No. 680, 511.26 feet to a point on the North line of Bel Air Drive; thence $5^{\circ}53'14''SE$ on the North line of Bel Air Drive, 199.85 feet to a point on the centerline of vacated 112th Street; thence $113^{\circ}25'23''W$ on the centerline of said vacated 112th Street, 51.78 feet to a point of curve; thence Northwesterly on the centerline of said vacated 112th Street on a 1257.98 foot radius curve to the left (chord bearing $N18^{\circ}09'53''W$, chord distance 261.52 feet), an arc distance of 206.75 feet to a point of tangency; thence $N22^{\circ}51'28''W$ on the centerline of said vacated 112th Street, 72.05 feet; thence $S67^{\circ}08'32''W$, 25.00 feet to the N.E. corner of Lot 134, said Bel Air; thence $S41^{\circ}56'22''W$ on the Southerly line of said Lot 148 thru 152 inclusive, 774.00 feet to an angle point on the Southerly line of said Lot 152; thence $S66^{\circ}51'23''W$ on the Southerly line of said Lot 152, 176.53 feet to the point of beginning.

CONDITIONS:

- (a) Since Grantor does not intend to dedicate any streets, alleys or public ways for public use, where Grantees facilities are to be constructed to serve Grantor's project, Grantees shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace add to, maintain and operate service lines, wires, cable, and other instrumentalities for the carrying and transmission of electric current, for light, heat and power and for the transmission of signals and sound of all kinds and the reception thereof, including all services of the Grantees to the improvements on the above described real estate, over, above, along, under, in and across a strip of land ten feet (10') in width, below five feet (5') on each side of and parallel to facilities as constructed by Grantees.
- (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted excepting those portions thereof which will be occupied by structures and/or garages (The terms "structures and/or garages" shall not include subject walls, driveways, parking areas or streets) and excepting those portions which may hereafter be occupied by a swimming pool and otherwise, the specific location thereof to be hereafter agreed upon between the parties. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Grantor, its successors and assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantees' facilities have been constructed.
- (d) Grantees shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be.
- (e) Grantees may extend any facilities constructed hereunder from which service to said project is accomplished through and beyond said project the same as if said facilities were in dedicated streets, alleys or public ways.
- (f) It is further agreed 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 or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantees forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notary Seal this 27 day of Dec 19 74

Brook Hollow Inc by Harold W. Grove Pres

STATE OF Neb
 COUNTY OF Douglas
 On this 27 day of Dec 19 74
 before me the undersigned, a Notary Public in and for said County,
 personally came Harold W. Grove
 President of Brook Hollow 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.

STATE OF _____
 COUNTY OF _____
 On this _____ day of _____ 19 ____
 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 of _____ in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

My Commission expires: _____
 Notary Public
 My Commission expires: Nov. 17, 1981

My Commission expires: _____
 NOTARY PUBLIC

Distribution Engineer BAJ Date 11/20 Land Rights and Services EMK Date 11/16/74

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____ 19 ____
 Section _____ Township _____ North, Range _____ East Salesman Mei Frame Engineer Hultman Est. 50583 W.O. 5737

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