

12/79

RIGHT-OF-WAY EASEMENT

BOOK 628 PAGE 265

1. Me. Brook Hollow Inc.

of the real estate described below, and hereafter referred to as "Grantor(s), 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:

All of Lots 147 thru 152 inclusive, all of Lot 135, all of that part of Lots 136 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 N00°00'23"E (Assumed bearing) on the West line of said Lot 152, 90.16 feet to a point of curve; thence Northeasterly on the Westerly line of said Lot 152 on a 84.77 foot radius curve to the right (chord bearing N19°29'41"E, chord distance 56.56 feet), an arc distance of 57.67 feet to a point tangency; thence N38°58'59"E on the Westerly line of said Lots 149, 150, 151 and 152, 440.87 feet to a point of curve; thence Northeasterly on the Westerly line of said Lots 148 and 149 on a 120.01 foot radius curve to the left (chord bearing N00°02'56"E, chord distance 150.84 feet), an arc distance of 163.10 feet to the S.E. corner of said Lot 157; thence N00°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 N66°41'22"W on the South line of said Lot 147, 337.13 feet to the West corner of said Lot 147; thence N89°30'12"E on the North line of said Lots 147 and 146, 1009.67 feet to a point on the West line of said Interstate No. 680; thence S 03°42'07"W on the West line of said Interstate No. 680, 513.26 feet to a point on the North line of Bel Air Drive; thence S 53°14'58"W on the North line of Bel Air Drive, 199.85 feet to a point on the centerline of said vacated 112th Street; thence S13°26'28"W on the centerline of said vacated 112th Street, 53.78 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°08'58"W, chord distance 206.52 feet), an arc distance of 206.75 feet to a point of tangency; thence N22°51'28"W on the centerline of said vacated 112th Street, 72.05 feet; thence S67°08'32"W, 25.00 feet to the N.E. corner of Lot 134, said Bel Air; thence S41°56'22"W on the Southerly line of said Lots 148 thru 152 inclusive, 764.17 feet to an angle point on the Southerly line of said Lot 152; thence S66°51'23"W on the Southerly line of said Lot 152, 178.93 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, being 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 shall not include adjacent walks, driveways, parking areas or streets) and excepting those portions which may hereafter be occupied by a swimming pool and bathhouse, 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 28 day of Dec, 1979.

Brook Hollow Inc by Harold Grove Pres

STATE OF Neb COUNTY OF Douglas On this 28 day of Dec, 1979, before me the undersigned, a Notary Public in and for said County, personally came Harold 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 at Omaha Neb in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC GENERAL NOTARY State of Nebraska JOHN M. DEMSEY My Comm. Exp. Nov. 17, 1981

NOTARY PUBLIC

My Commission expires: Distribution Engineer Date 4/7/80 Land Rights and Services Date 12/11/79 Recorded in Misc. Book No. at Page No. on the day of 19 Section Township North, Range East Salesman Mel Frame Engineer Hultman Est. 50583 U.O. # 5737

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Book 628 Page 265 of 17720 Pon 5.50 Index Compd 71-605