

EIGHT-OF-WAY EASEMENT

228

I, BUCANEER BAY, INC.
of the real estate described as follows, and hereafter referred to as "Grantor",

Grantor(s)

Lot One (1) and Lot Five (5) of Block Two (2); Lot Eighteen (18) of Block Three (3);
Lots Eleven (11) through Seventeen (17) inclusive of Block Seventeen (17); Lot
Eight (8) of Block Nineteen (19), all in Buccaneer Bay Addition, as surveyed,
platted and recorded in Cass County, Nebraska.

Doc # 228
FILED FOR RECORD 8-29-75 AT 10:19 A.M. IN BOOK 12 OF DEEDS
PAGE 547 REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpott \$ 7.00 **COMPARED**

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
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 reverse of this document for easement areas.

***Lincoln Telephone & Telegraph Company**

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 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.

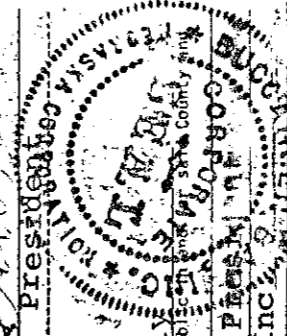
IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 22 day of JULY, 1975.

BUCANEER BAY, INC.

BY: *A. Flott*

STATE OF NEBRASKA
COUNTY OF Douglas

On this 22 day of July, 1975
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 acknowledged the execution
thereof to be _____ voluntary act and deed for the purpose
therein expressed.



Sterling R. Flott, President
of Buccaneer Bay, Inc.
personally to me known to be the identical person(s) who signed the
the execution thereof to be his voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal at
said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

DIANA L. ORR
Notarial Notary-State of Nebr.
My Commission Expires
May 24, 1979

Diana Orr
NOTARY PUBLIC

My Commission expires: _____

My Commission expires: _____

Distribution Engineer AT Date 8/1/75; Land Rights and Services OK Date 3/4/75
Recorded by Miss 34 Book No. _____ at Page No. _____ of the _____ day of _____, 1975
Section 34, T5S, R13W, Township 13 North, Range 13 East, Section EE-34 Est. 181000 N.O. 16100

Sections 4, 5 Township 12 Range 12

