

2-14-12

Distribution

RIGHT-OF-WAY EASEMENT

BOOK 545 PAGE 157

POOR COPY FILED

1. ARELEM CO.

of the real estate described as follows, and hereafter referred to as "Grantor".

Owner(s)

That part of the NW 1/4 of the NW 1/4 of Section 2, T 14 N, R 12 E of the 6th P. M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Lot 2, McCormack Industrial Park, thence N 89° 32' 30" W, 380.0 feet along the North line of Cornhusker Industrial Park; thence N 0° 27' 30" E, 250.30 feet to a point on a curve; thence East along a curve to the left (for a radius of 199.95 feet, long chord bearing N 72° 20' 32" E and long chord length of 103.04 feet) for an arc distance of 104.21 feet; thence S 87° 01' 26" E, 280.28 feet to the West line of McCormack Industrial Park; thence S 0° 01' 10" W, 270.03 feet along the West line of McCormack Industrial Park to the point of beginning. (Containing 2.3697 acres).

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 easement area shown on the reverse side as Exhibit "A".

CONDITIONS:

- Where Grantee's facilities are constructed Grantors 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').
- 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.
- 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.
- 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 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 25th day of October, 19 74.

R. L. McCormack for

ARELEM CO.

STATE OF NebraskaCOUNTY OF DouglasOn this 25th day of October, 19 74, before me the undersigned, a Notary Public in and for saidCounty, personally came R. L. McCormack

President of ARELEM CO. personally to me known to be the identical person(s) who signed the foregoing instrument as principal(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 the date above written.

NOTARY PUBLIC

My Commission expires: _____

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

ARELEM CO.
My Commission expires: March 6, 1977

Charlotte Jo Bonner
GENERAL COMMISSION EXPIRES March 6, 1977

Transmission Engineer _____ Date _____; Contract and Specifications Engineer J. L. K. Date 10/27/74

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____

Section 2 Township 14 North, Range 12 East, Saltwater Engineer Janice Kurtz Est. # 25678, W.O. # 6033

17 Nov

RECEIVED
1974 NOV 25 AM 10:39
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA }
Douglas County }
Entered in Numerical Index and filed for
Record in the office of the Register of Deeds
of said County and recorded in Book 545
of 157 Pages

BOOK 545 PAGE 158
By C. Harold Ostler
REGISTER OF DEEDS

2-14-12
BOOK 545
MAIL J. J. Wozniak Deputy
2-14-12 G.P.N.-PS
Compared Fee 6.15

EXHIBIT "A"

8001 "H" ST.
BRIGGS TRANS. CO.
OMAHA, NEBRASKA



SCALE: 1"=100'

