

May 15, 1989

RIGHT-OF-WAY EASEMENT

I, Howard Vann Owner(s) 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:

A part of Lot 3, WILLOW CREEK REPLAT III, A subdivision located in the N 1/2 of the NE 1/4 of Section 14, Township 14 North, Range 11, East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the Easterly right-of-way line of 145th Street and the South right-of-way line of Harrison Street, said point also being the Northwest corner of said Lot 3, WILLOW CREEK REPLAT III; thence N89°31'55"E (assumed bearing) along said South right-of-way line of Harrison Street, a distance of 153.57 feet; thence S23°58'18"E, a distance of 325.26 feet to a point on the Easterly extension of the Northerly line of Lot 2, WILLOW CREEK REPLAT III; thence S72°20'32"W along said Northerly line of Lot 2, WILLOW CREEK REPLAT III and the Easterly extension thereof, a distance of 206.11 feet to a point on said Easterly right-of-way line of 145th Street, said point also being the Northwest corner of said Lot 2, WILLOW CREEK REPLAT III; thence along said Easterly right-of-way line of 145th Street on the following described courses; thence N17°39'28"W, a distance of 196.83 feet; thence Northerly on a curve to the right with a radius of 636.62 feet, a distance of 174.00 feet, said curve having a long chord which bears N09°49'40"W, a distance of 173.46 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 apartment project, Grantees shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace add to, maintain and operate service lines, poles, wires, cable, crossarms, guys and anchors 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 apartment structures and/or garages (The terms apartment house 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 whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notary Seal this 37th day of May 1989

INSTRUMENT NUMBER 89-07916

1989 JUN 27 PM 1:26

INDEXED 4
FILED 4
GRANTEE 2
GRANTOR 2
FILMED m
CHECKED 1
FEE \$ 5.50

Handwritten signature of Howard Vann

STATE OF Nebraska
COUNTY OF Douglas
REGISTER OF DEEDS

On this 37th day of May, 1989, before me the undersigned, a Notary Public in and for said County, personally came

President of [blank] 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 [blank] voluntary act and deed for the purpose therein expressed.

STATE OF Nebraska
COUNTY OF Douglas

On this 37th day of May, 1989, before me the undersigned, a Notary Public in and for said County and State, personally appeared Howard Vann

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be [blank] voluntary act and deed for the purpose therein expressed.

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

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC



Handwritten signature of Eileen V. Randell, NOTARY PUBLIC

My Commission expires: [blank]

My Commission expires: April 14, 1993

Distribution Engineer R.L.G. Date 6-19-89 Land Rights and Services L.H. Date 6-5-89

Recorded in Misc. Book No. [blank] at Page No. [blank] on the [blank] day of [blank], 19 [blank] Section NE 1/4 14 Township 14 North, Range 13 East Salesman Kluver Engineer Kluver Est. # 8900736 W.O.# 4295

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