

51-339

Distribution

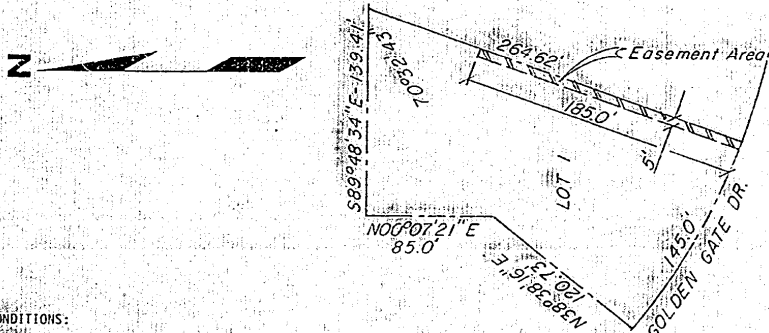
RIGHT-OF-WAY EASEMENT

I, Monarch Plaza Company, a partnership Owner(s)
of the real estate described as follows, and hereafter referred to as Grantor,

Lot One (1), being a replat of part of Lot Sixteen (16), Top of the Mark, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded. Known as TOP OF THE MARK REPLAT II

FILED FOR RECORD 6-5-78 AT 9:20 A.M. IN BOOK 51 OF Miss Lees
PAGE 339 Carl L. Hillsted REGISTER OF DEEDS, SARPY COUNTY, NEB. 325

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:



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, its/their 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 16 day of May, 19 78.

Monarch Plaza Company, a partnership
Donald M. Bell
Gilbert McDonell

STATE OF Nebraska
COUNTY OF Sarpy

On this 16 day of May, 19 78, before me the undersigned, a Notary Public in and for said County, personally came Donald M. Bell and Gilbert McDonell

known to me as Monarch Plaza Company 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 their voluntary act and deed for the purpose therein expressed.

EUNICE B. CAMPBELL
General Notary State of Nebr.
My Commission Expires August 21, 1978
Witness my hand and Notarial Seal at Papillion in said County the day and year last above written.

Eunice B. Campbell
NOTARY PUBLIC

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: Aug. 21, 1978

My Commission expires: _____

Distribution Engineer AK Date 6/1/78 Land Rights and Services AK Date 5/24/78

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____
Section 35 Township 14 North, Range 12 East Salesman Kutisek Engineer Brandenburg St., 31146 W.O., 8912

let # 04736 X

1241 Golden Gate Dr
Papillion, NE