

OPPD Form No. 10-74-1

RIGHT-OF-WAY EASEMENT

18/127 44665
33-15-13

Distribution

BOOK 567 PAGE 697

1. **Bemis Company, Inc.** Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots 3, 4, and 5, Block 2, Cleveland Place, an addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska, together with Lots 1, 2, 3, 4, 5, and 6, Block 3, Cleveland Place, an addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska, together with that part of Valley Street which has heretofore been vacated and which abuts Lots 3, 4, and 5 in Block 2 and Lots 3, 4, and 5, Block 3, all in Cleveland Place, an addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska, subject to the conditions, limitations, reservations, and easements contained in Vacating Ordinance 12256 of the City of Omaha, dated January 11, 1956, a certified copy of which was filed on March 23, 1956, in the office of the Register of Deeds for Douglas County, Nebraska, in Miscellaneous Book 293 at Page 483; together with Lots 7, 8, 9, 10, 11, 12, and 13, Block 3, Cleveland Place, an addition to the City of Omaha, as surveyed, platted, and recorded, Douglas County, Nebraska, except that part of said Lots 7, 8, 9, 10, 11, 12, and 13, donated to the State of Nebraska for Interstate Highway purposes, together with part of Out Lots 5 and 6, Plat of Sherman Addition, and part of Tax Lot 14 in Section 33, Township 15 North, Range 13 East of the 6th P.P., Douglas County, Nebraska, more particularly described as follows: Beginning at the northeast corner of said Lot 1, Block 3, Cleveland Place; thence South along the West right of way line of 25th Street a distance of 208.1 feet to the Northerly right of way line of I-80 Highway; thence Westerly along the Northerly right of way line of I-80 Highway the following six courses: S 73°11'23" W, 50.2 feet; N 89°57'41" W, 59.87 feet; N 05°00'25" W, 131.76 feet; North 18.1 feet; N 80°22'49" W, 742.89 feet; N 52°05'18" W, 157.18 feet to the West-erly line of said Out Lot 6; thence S 26°27'11" E, 301.65 feet along the Westerly line of said Out Lot 6 to the South line of Deer Park Boulevard (Central Boulevard) extended to the West; thence S 89°51'22" E along the aforesaid line a distance of 821.98 feet; thence S 09°17'23" E, 19.83 feet to the Northwest corner of Out Lot 2, Cleveland Place; thence S 15°22'04" W along the Westerly line of said Out Lot 2, a distance of 119.55 feet to the North line of Lot 5, Block 2, Cleveland Place; thence S 89°57'41" E, 173.0 feet along the North line of said Lots 5, 4, and 3, Block 2, Cleveland Place; thence South 160.0 feet along the East line of said Lot 3, Block 2, Cleveland Place, extended to the South right of way line of Valley Street; thence S 89°57'41" E along the South right of way line of Valley Street a distance of 160.0 feet to the point of beginning.

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:

See reverse side of this document for sketch of easement area.

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 24th day of June, 19 76.

B. L. Willmore
B. L. Willmore, Vice President

STATE OF Minnesota
COUNTY OF Hennepin ss.
On this 24th day of June, 19 76,
before me the undersigned, a Notary Public in and for said
County, personally came B. L. Willmore

Vice President of Bemis Company, 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

Witness my hand and Notarial Seal at Mpls., Mn. in
said County this 24th day of June 1976.
ANNE M. BLOMMED
Notary Public, Hennepin County, Minn.
My Commission Expires Nov. 24, 1982
By Commission expires: _____

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 _____
expressed: _____ voluntary act and deed for the purpose therein
Witness my hand and Notarial Seal the date above written.

Transmission Engineer AM Date 7/6/76 Contract and Specifications Engineer RWP Date 7/6/76
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____
Section 33 Township 14 North, Range 13 East Saleowner Schulte Engineer Ferry # 27911 H.O. # 3190

2 Mac

BOOK **567** PAGE **698**

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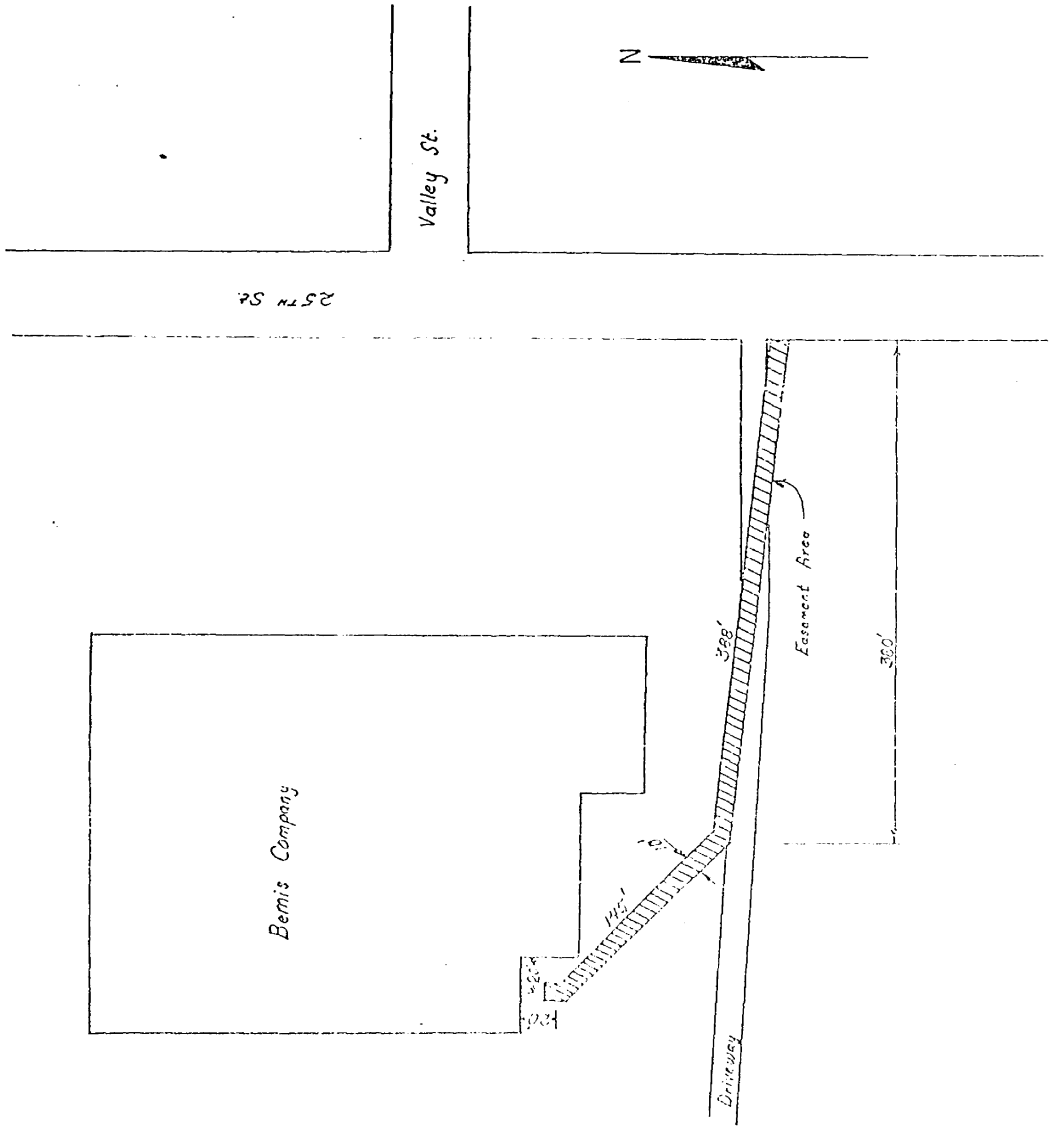
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 567
Page 697
of Mac

Fee 10.75
Index X
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33-15-13
18-127
33-15-13 44
18-125 65

Oppp



19