

BOOK 606 PAGE 221

OPPD Form No. 1-75-1

Distribution

RIGHT-OF-WAY EASEMENT

I, **GEORGIA-PACIFIC CORPORATION**, Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Fifteen (15), River front Industrial Park, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

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CLERK OF DISTRICT
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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 **GRAND PRAIRIE 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 remove its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

The North Ten feet (10') of the South Two Hundred Eighty-five feet (285') of the West Sixty feet (60') of said Lot Fifteen (15).

CONDEMNATION:

- (a) Where Grantor's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and remove 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 Grantor'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 or excavation shall be made therein without prior written approval of the Grantees, but the same may be used for lands adjoining or for 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 claim 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 24th day of October, 1978.

GEORGIA-PACIFIC CORPORATION

By S. S. Dennison
Vice President - Distribution Division

STATE OF OREGON
County of Multnomah

This 25th day of October, 1978,
before me the undersigned, a Notary Public in and for said

County, personally came S. S. Dennison, Vice President of Georgia-Pacific Corporation

known to me to be the identical person(s) who signed the foregoing instrument, and who acknowledged to me the execution thereof to be a voluntary act and deed for the purpose expressed.



at Portland, OR
in the presence of

Lynne J. Marshall
Notary Public

My Commission expires 3/31/79

Distribution Engineer SH Date 11/78 Land Rights and Services SH Date 10/7/78

Recorded in Misc. Book No. 16 at Page No. 13 on the 19 day of October, 1978.
Section 35 Township 16 North Range 13 East Salesman Sykora Engineer Iverson Est. 32130 K.O. 3041