

4-09-87

RIGHT-OF-WAY EASEMENT

1. We, WILLIAM E. JAMES AND PHYLLIS J. JAMES Corner(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 NORTHEASTERN 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:

Lots Eight (8) thru Fifty-one (51), Forest Hills as surveyed, platted and recorded in Sarpy County, Nebraska.

3200  
60 Miller  
1585  
MAY 11 PM 12:52  
REGISTER OF DEEDS

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 14th day of April, 1987.

William E. James Phyllis J. James

STATE OF NEBRASKA  
COUNTY OF SARPY

On this 14th day of April, 1987, before me the undersigned, a Notary Public in and for said County, personally came William E. James President of Forest Hills Developers, 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 for the purpose therein expressed.

STATE OF NEBRASKA  
COUNTY OF SARPY

On this 14th day of April, 1987, before me the undersigned, a Notary Public in and for said County and State, personally appeared Phyllis J. James personally to me known to be the identical person(s) and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

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

Witness my hand and Notarial Seal the date above written.

GENERAL NOTARY-STATE of Nebraska  
**JANET J. BLOCK**  
My Comm. Exp. May 13, 1987  
NOTARY PUBLIC

GENERAL NOTARY-STATE of Nebraska  
**JANET J. BLOCK**  
My Comm. Exp. May 13, 1987  
NOTARY PUBLIC

My Commission expires: MAY 13, 1987

My Commission expires: MAY 13, 1987

Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_; Land Rights and Services \_\_\_\_\_ Date \_\_\_\_\_.

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

Section SE 25 Township 24 North, Range 13 East Salesman McCaw Engineer Plummer Est. # \_\_\_\_\_ W.O.# \_\_\_\_\_

REC-1 08027

8601118 6817