

RIGHT-OF-WAY EASEMENT

50 - 364

Pacesetter Homes Inc.

Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",

Lots 1 thru 251, inclusive; Lots 262 thru 289, inclusive; Lots 294 thru 459, inclusive; and Lot 461, all in Millard Highlands South, as surveyed, platted, and recorded, together with Lots 462 thru 509, inclusive, all in Millard Highlands South Replat, as surveyed, platted, and recorded, in Sarpy County, Nebraska.

FILED FOR RECORD 5-16-77 AT 8:20 AM, IN BOOK 50 OF Map Case
PAGE 364 Carl L. Hillbelin REGISTER OF DEEDS, SARPY COUNTY, NEB. 126⁵⁰

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 Five foot (5') wide strip of land abutting all front and side boundary lot lines; an Eight foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a Sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said Sixteen foot (16') wide easement will be reduced to an Eight foot (8') wide strip when the adjacent land is surveyed, platted, and recorded. * Which do not abut presently platted land or streets.

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 hereinafter 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 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 whosever 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 _____ day of _____, 19__.

Jarvis H. Heavens, Vice Pres Pacesetter Homes Inc
Ralph H. Heavens, Pres Wood, Inc

STATE OF NEBRASKA
COUNTY OF DOUGLAS

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 4 day of April, 1977, before me the undersigned, a Notary Public in and for said County, personally came Ralph H. Heavens Vice President of Pacesetter Homes, 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 a voluntary act and deed for the purpose therein expressed.

On this 4 day of April, 1977, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ralph H. Heavens, President of Pacesetter Homes, Inc. personally to me known to be the identical person(s) and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at Omaha in _____
GENERAL NOTARY - State of Neb.
EILEEN E. KNOLLENBERG
My Comm. Exp. Feb. 11, 1980

Witness my hand and Notarial Seal the date above written.
GENERAL NOTARY - State of Neb.
EILEEN E. KNOLLENBERG
My Comm. Exp. Feb. 11, 1980

My Commission expires FEBRUARY 11, 1980

My Commission expires FEBRUARY 11, 1980

Distribution Engineer PH Date 4-25-77 Land Rights and Services PH Date 4-25-77
Recorded in Hist. Book No. _____ at Page No. _____ on the _____ day of _____, 1977
Section 18 Township 14 North, Range 12 East Salesman Evans Engineer Perkins Est. 4886 Rev. 4886
132 J. Harrison

file # 66153