

RIGHT-OF-WAY EASEMENT

I, Quail Creek Co. Owner(s)
We, of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One (1) thru Twenty-two (22), inclusive of Replat II, Quail Creek, and Lots Ninety-four (94) thru Two Hundred Forty-five (245), inclusive; Lots Two Hundred Sixty-five (265) thru Two Hundred Eighty-one (281), inclusive; Lots Two Hundred Eighty-three (283) thru Three Hundred Forty-eight (348), Quail Creek, both additions to Sarpy County, Nebraska, as surveyed, platted and recorded.

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 strip of land Five feet (5') in width, lying adjacent to and parallel to the front (road) side of all above referenced lots.

FILED FOR RECORD 7-26-78 AT 9:20 A M. IN BOOK 51 OF Map Rec.
PAGE 487 Carl S. Hibel REGISTER OF DEEDS, SARPY COUNTY, NEB. 77²⁵

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 26th day of June, 19 78

QUAIL CREEK CO.
[Signature]

STATE OF _____
COUNTY OF _____

STATE OF NEBRASKA
COUNTY OF SARPY

On this _____ day, _____, 19 _____, before me the undersigned, a Notary Public in and for said County, personally came _____

On this 26th day of June, 19 78, before me the undersigned, a Notary Public in and for said County and State, personally appeared R. Joe Dennis, Partner of Quail Creek Co.

Personally of _____ 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 _____ voluntary act and deed for the purpose therein expressed.

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

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

VIRGINIA D. BROOKS
Notary Public
State of Nebraska
My Commission Expires AUGUST 8, 1978
[Signature]
NOTARY PUBLIC

My Commission expires: _____

My Commission expires: August 8, 1978

Distribution Engineer B. D. Date 7/21/78 Land Rights and Services ELK Date 7/21/78

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____
Section 32 Township 46 North, Range _____ East Salesman Graves Engineer _____ Est. # _____ N.O. # _____

Rec#
06863