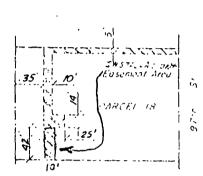
$\frac{\text{RIGHT-OF-WAY EASEMENT}}{\text{BOOK}} \;\; 622 \;\; \text{PAGE} \; 118$

We Kathleen M. and Robert A. Swerczek owners of the real estate described as follows, and hereafter referred to as "grantor". South 42' of the East 10' of the West 45' of Parcel Eighteen (18), being a part of Lot Five Hundred Fifty Five (555), Mockingbird Hills West, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor" hereby grant and convey to Anna E. Wiesman her successors and assigns, hereinafter called grantee, a permanent right-of-way easement for sole purpose of maintaining, operating and repairing theron, electric lines consisting of underground cables under the above described real estate.

This easement shall be for the benefit of and appurtenant to Parcel Five (5), being a part of Lot Five Hundred Fifty-Five (555), Mockingbird Hills West, an addition to Douglas County, Nebraska, as surveyed, platted and recorded, which adjoins the above described Parcel Eighteen (18) on the South.

Said easement is shown on the following diagram:



CONDITIONS:

- (a) The Grantee 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.
- (b) The Grantee shall pay the Grantor or Lessee, as their interests may appear, for all damages to landscaping and/or personal property which may be caused by the exercise of the hereinbefore granted rights. Said damages to be repaired within 10 days of any such incident.
- (c) The Grantor has sole right at anytime in the future to move easement and underground electric conduit and cables and replace at Grantor's expense.
- (d) It is further agreed that Grantee will indemnify and hold harmless the Grantor his/her its/their heirs, executors, administrators, successors and assigns for any or all liability or claims arising out of grantees use of or operation of easement or exercise of the rights granted herein.

IN WITNESS WHEROF, the parties hereto have signed their names and caused the execution of this instrument this 5th day of October, 1979.

STATE OF Nebraska
COUNTY OF Douglas

On this 5th day of October 1979 .

before me the undersigned, a Notary Public in and for said County and State, personally appeared Kathleen M Swerczek and

Robert A. Swerczek

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

WILLIAM H. JOHNSON, SR.

GENERAL NOTARY
STATE OF NEBRASKA

My Commissions and tras:

My Commission and tras:

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C. HAROLO OSTI. RESISTER U. I. (1) DOUGLAS COULTY