

RIGHT-OF-WAY EASEMENT

Me, Merle and Joy Swanson Husband & Wife Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor".

The East 635 feet of the North 330 feet of the South Half of the Southeast Quarter of the Northeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Thirty-six (36), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, except those parts thereof taken for street purposes, together with the East 635 feet of the South 330 feet of the North Half of the Southeast Quarter of the Northeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 36, T 15 N, R 12 East of the 6th P.M., Douglas County, Nebraska, except that part thereof taken for street purposes, more particularly described as follows: Beginning at a point 50 feet West of the Southeast corner of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{2}$ NE $\frac{1}{4}$) of said Section 36; thence (assuming the East line of said NE $\frac{1}{4}$ of Section 36 to be North/South in direction) North along a line parallel with and 50 feet West of the East line of said Northeast $\frac{1}{4}$ for 330.78 feet; thence N 89° 37' 22" W for 584.75 feet along the North line of the South 330 feet of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36; thence South for 379.99 feet to a point of curve; thence Southeasterly along a curve to the left (having a radius Cont. of Reverse Side

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:

See sketch on reverse side of this document for easement area.

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 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 11th day of February, 1977.

Merle Swanson _____
Joy Swanson _____

STATE OF _____
COUNTY OF _____

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

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

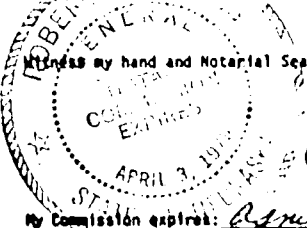
STATE OF Nebraska
COUNTY OF Douglas

On this 11th day of February, 1977, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

Merle Swanson and Joy Swanson _____
Swanson Husband & Wife _____ 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.

NOTARY PUBLIC



Robert W. Olson
NOTARY PUBLIC

My Commission expires: _____

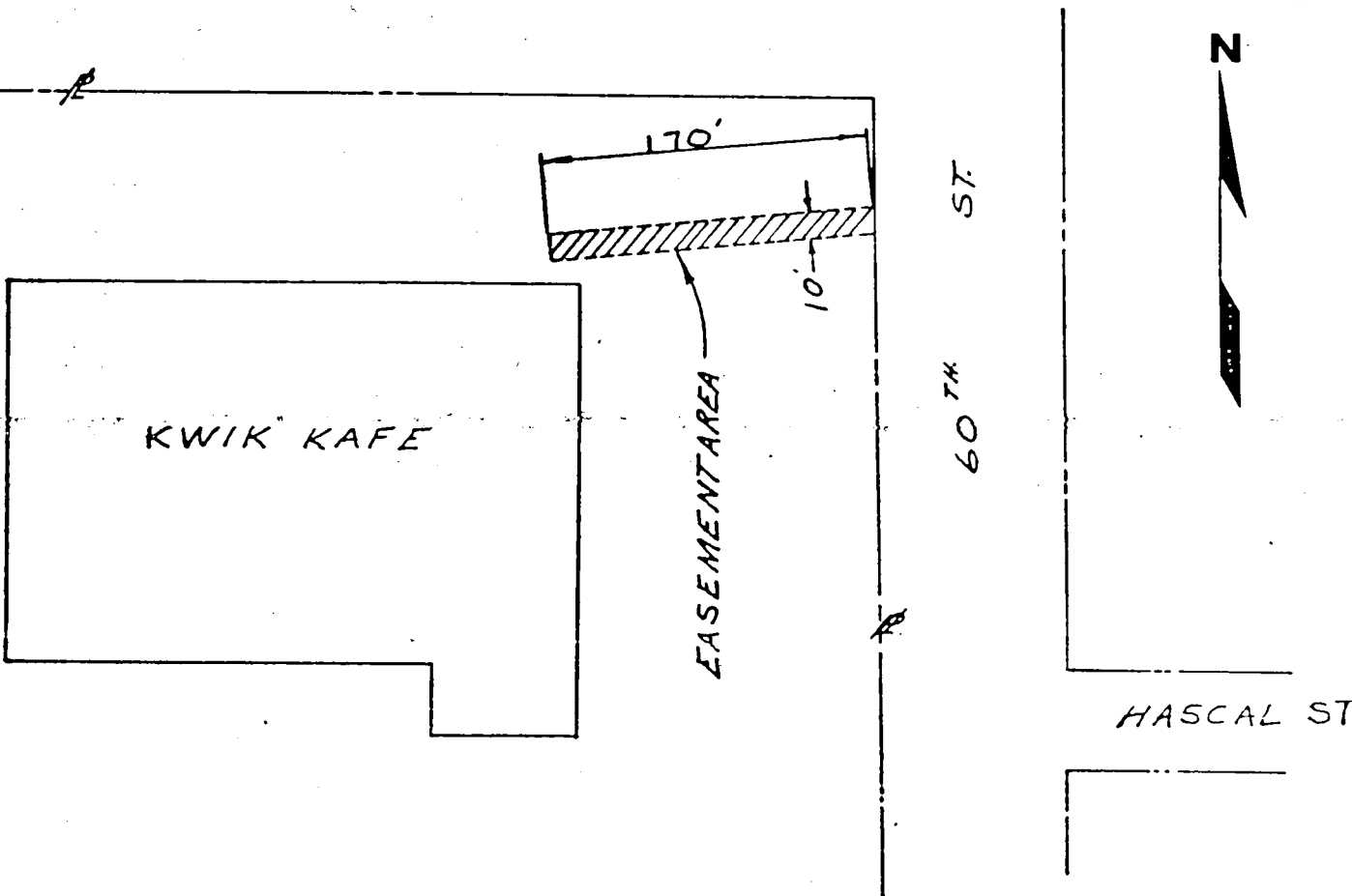
My Commission expires: April 3, 1979

Distribution Engineer AA Date 2/14/77 Land Rights and Services RWP Date 2-11-77

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 36 Township 15 North, Range 12 East Salesman Horstman Engineer Hultman Est. #28272 M.O. #4434

Kwik Kafe
3100 So. 60 St.

of 300.0 feet) for an arc distance of 133.62 feet to a point of reverse curve; thence Southerly along a curve to the right (having a radius of 350.00 feet) for an arc distance of 157.94 feet to a point on the South line of the North 330 feet of the South 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 36; thence S 89° 37' 27" E for 521.31 feet along said South line; thence North along a line parallel with and 50 feet West of the East line of the Northeast 1/4 of said Section 36 for 330.79 feet to the point of beginning (containing 8.64 acres, more or less).



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Planning

Compd 36-15-12
 Fee 6.25
 Index 11
 N 36-15-12

Book 577
 Page 345
 of 346

RECEIVED
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 REGISTERED
 DOUBLE ENTRY
 DEPT. OF REVENUE

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