

RIGHT-OF-WAY EASEMENT

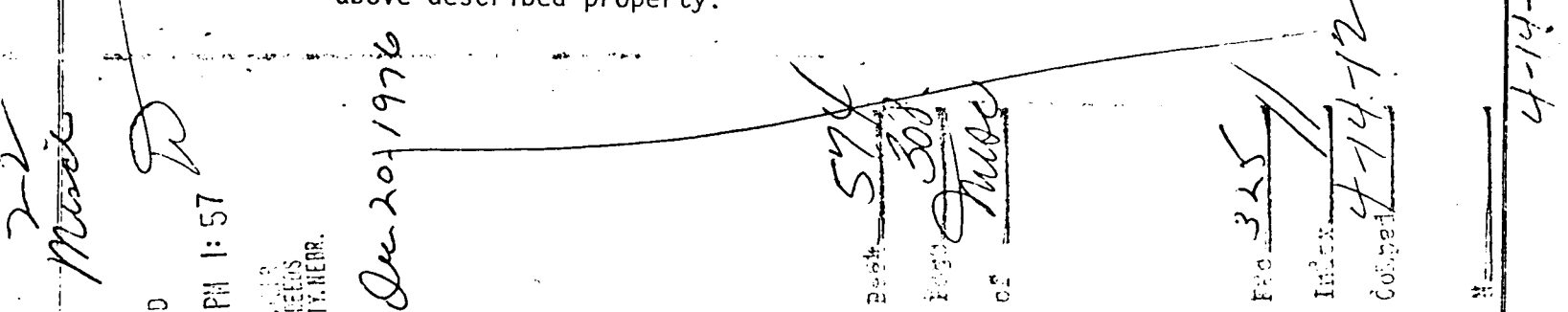
I, Leonard A. Simon Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

A tract of land located in the Northwest Quarter (NW 1/4) of Section 4, Township 14 North, Range 12 East of the Sixth Principal Meridian in Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of the Northwest quarter (NW 1/4) of said section 4, thence North 0° 31' 00" west, along the west line of said Northwest Quarter (NW 1/4) (Centerline of 108th Street), 589.93 Feet to the Centerline of "J" Street; thence due east along the centerline of "J" Street, 701.33 feet to a point on the extended common boundary line between a tract of land owned by the State of Nebraska, Department of Roads and a tract of land owned by D. H. Overmyer Company; thence North 0° 29' 00" west, along said common boundary line, 356.48 feet to the northwest corner of the overmyer tract; thence north 89° 50' 27" east, along the Northerly boundary of the Overmyer tract, 418.43 feet to the point of beginning; thence North 0° 30' 44" west a distance of 328.17 feet to a point on the southerly right-of-way line 328.28 feet to a point on the North Boundary of said Overmyer tract; thence north 89° 50' 27" east, along the north boundary of said Overmyer tract, 150.00 feet to the point of beginning containing 49,232.46 square feet (1.13A) more or less, and subject to an easement for railroad trackage as shown on the plat.

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:

Easement Area: The West ten feet (10') of the North two hundred feet (200') of the above described property.



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 5 day of Nov. 1976

Leonard A. Simon

STATE OF Nebraska COUNTY OF Douglas

On this 5 day of November, 1976, before me the undersigned, a Notary Public in and for said County, personally came Leonard A. Simon

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 his voluntary act and deed for the purpose therein expressed.

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

NOTARY PUBLIC

My Commission expires:

STATE OF COUNTY OF

On this 5 day of November, 1976, before me the undersigned, a Notary Public in and for said County and State, personally appeared Leonard A. SIMON

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

Witness my hand and Notarial Seal the date above written.

GENERAL NOTARY - State of Nebraska JAMES K. STERLING My Comm. Exp. Nov. 2, 1980

NOTARY PUBLIC

My Commission expires: 11-2-80

Distribution Engineer JH Date 11/10/76 Land Rights and Services RWP Date 11/10/76

Recorded in Misc. Book No. 4 at Page No. 14 on the 12 day of 1976, Salesman Estey Engineer Iverson Est. 28386, U. 4643