

23-15-12

1. Yankee Clipper, Inc. Owner(s)
We of the real estate described as follows, and hereafter referred to as "Grantor",

Beginning at a point 1,649.50' South and 50.00' West of the center of Section 23, Township 15 North, Range 12, East of the 6th P.M., Douglas County, Nebraska; thence South for 243.53'; thence running along the bank of the Little Papillion Creek N50°02'41" W for 65.95'; thence N42°35'10" W for 130.70' to a point of curvature; thence left along the arc of a curve with a radius of 464.56' for 141.22' to a point which bears N51°32'12" W and a distance of 141.66' from the previously described course; thence N60°31'25" W for 32.71'; thence N89°51'00" E for 278.40' to the point of beginning.

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 the 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 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 20 day of April, 1975.

James H. Stevens
John Ryan

John Ryan

STATE OF Nebraska
COUNTY OF Cleveland
On this 20 day of April, 19 75, before me the undersigned, a Notary Public in and for said County, personally came James H. Stevens, John Ryan President of Yankee Clipper 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 their voluntary act and deed for the purpose therein expressed.

STATE OF Oklahoma
COUNTY OF Cleveland
On this 20 day of April, 19 75, before me the undersigned, a Notary Public in and for said County and State, personally appeared John Ryan, & [Signature] 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 Adrian, Okla in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

Carol L. Hugg
NOTARY PUBLIC
My Commission expires: 9-10-77

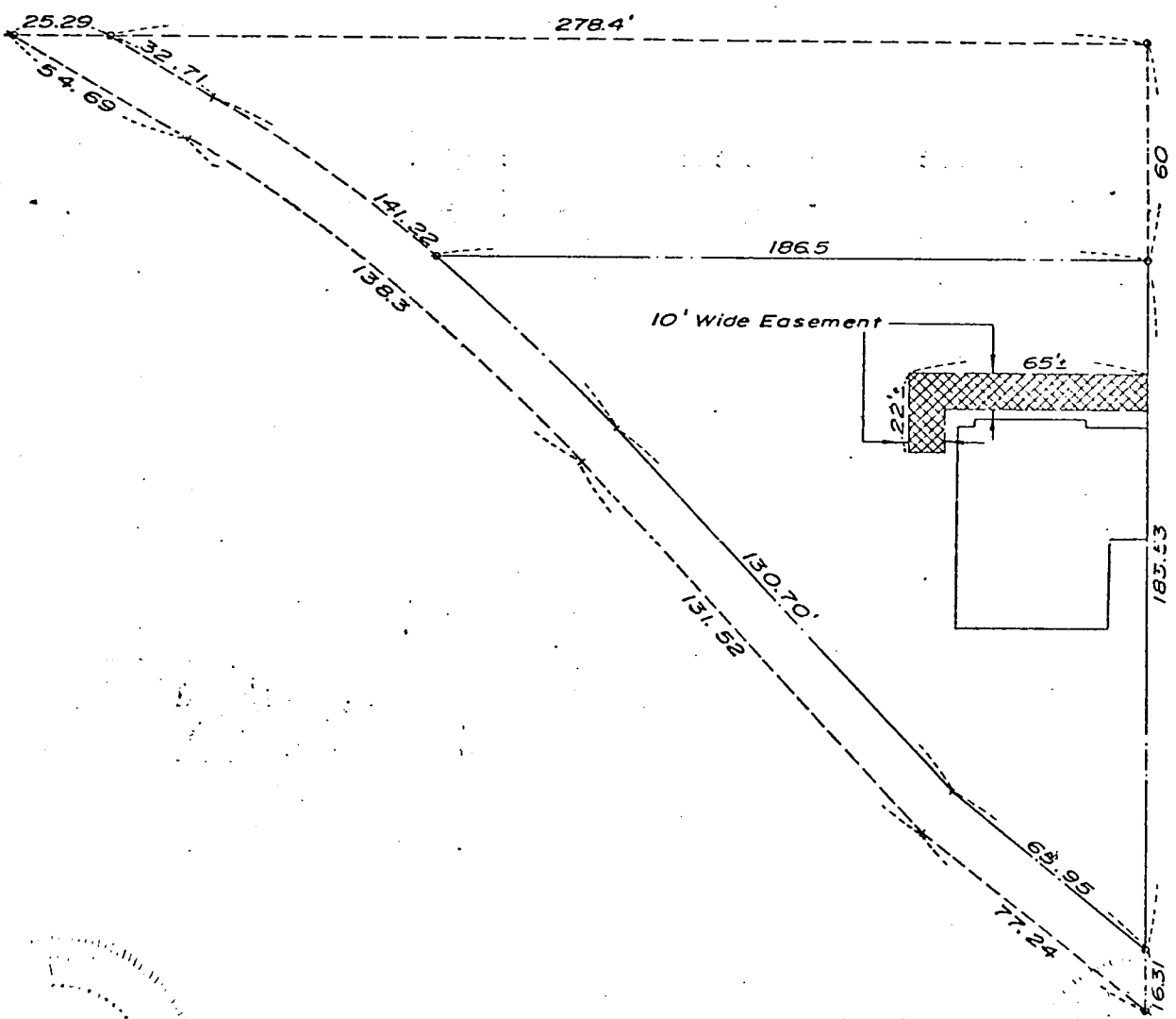
Carol L. Hugg
NOTARY PUBLIC
My Commission expires: 9-10-77

Distribution Eng Engineer JH Date 4/15/75; Land Rights and Services _____ Date _____

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____
Section 23 Township 15 North, Range 12 East Salesman Horstman Engineer Jones Est. 26531 N.O. 17218

YANKEE CLIPPER
928 So 72ND ST.

Approx 780' to Jones St.



72nd Street

D go mail

RECORDED
 MAY 20 PM 1:50
 REGISTERED

STATE OF NEBRASKA
 Douglas County
 I refered in Numerical Index and find
 the record in the office of the Register of
 deeds of said county and recorded in
 book 551 of Maps
 Page 91

E. Harold Ostler

Register of Deeds

By _____ Deputy
 MAIL *Donna Field-Rubin*
 1623 *7th Avenue*
 N *23-15-13*
 Copied Fee *6.25*

23-15-13