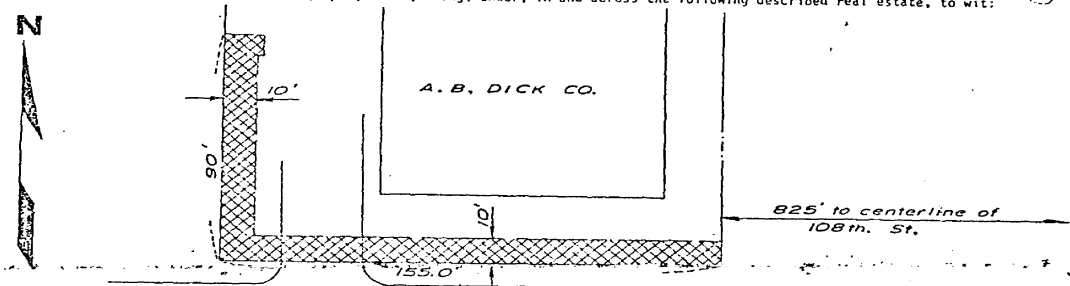


BOOK 557 PAGE 76 Right-of-Way Easement 81-279

I, Richard H. Slosburg, Trustee of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Twenty-five (25) of Empire Park, as surveyed, platted, and recorded in Douglas County, Nebraska.

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 GNAHA 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:



- 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.
 - (e) It is agreed, however, that Grantee shall not construct any improvement which shall, in any way, prohibit Grantor from using said easement for parking use.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 12 day of September, 1975.

Richard H. Slosburg, Trustee

STATE OF NEBRASKA 29 DAY OF Oct 1975 AT 2:50 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS 320

On this 12th day of September, 1975, before me the undersigned, a Notary Public in and for said County and State, personally appeared Richard H. Slosburg, Trustee personally to me known to be the identical person 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. MONICA C. MURPHY State of Nebraska MY COMMISSION EXPIRES December 31, 1977

Monica C. Murphy NOTARY PUBLIC

My Commission expires: December 31, 1977

Distribution, Engineer [Signature] Date 9/14/75; Land Rights and Services [Signature] Date 7/15/75

Recorded in Misc. Book No. at Page No. on the day of 19

Section 5, Township 14 North, Range 12 East Salesman Estey Engineer IVerson E.P. # 24322 W.C. # 8430