

RIGHT-OF-WAY EASEMENT

I, Ray C. Nelson & Velma Nelson Owner(s) of the real estate described below, and hereafter referred to as "Grantor(s), 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:

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-nine (29), Township Thirteen (13) North, Range Twelve (12) East of the 6th P.M., and all that part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) that lies within the abandoned right of way of the Missouri Pacific Railway in Section Twenty-nine (29). Tax Lot Five (5) and the South One-half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the North One-half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty (30), in Township Thirteen (13) North, Range Twelve (12) East of the 6th P.M. Also including thereon, abandoned right of way of Missouri Pacific Railroad across the South part of the North One-half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty (30) also known as Tax Lot Two (2), But excepting the right of way of the Chicago, Rock Island & Pacific Railroad. The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) also known as Government Lot Three (3) and Government Lot Four (4) in Section Thirty-two (32), Township Thirteen (13) North, Range Twelve (12) East of the 6th P.M. Sarpy County, Nebraska.

FILED FOR RECORD 6-17-77 AT 9:30 A.M. IN BOOK 50 OF Misc Less
PAGE 466 Carl L. Hebbeler REGISTER OF DEEDS, SARPY COUNTY, NEB. 375

CONDITIONS:

- (a) Where Grantees' facilities are constructed, Grantees shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentalities for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound of all kinds and the reception thereof, including all services of the Grantees to the residence on the above described real estate, over, upon, along, above, under, in and across a strip of land Sixteen feet (16') in width, being Eight feet (8') on each side of and parallel to facilities as constructed by Grantees.
- (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) Grantor, its heirs, successors or assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantees' facilities have been constructed.
- (d) Grantees shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be.
- (e) It is further agreed 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 or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantees forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 6th day of May, 19 77.

XXXXXX

Ray C. Nelson

XXXXXX

Velma Nelson
Grantor(s)

STATE OF

COUNTY OF

On this _____ day of _____, 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.

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

NOTARY PUBLIC

My Commission expires: _____

STATE OF

COUNTY OF

On this 6th day of May, 19 77, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

Ray & Velma Nelson

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

Witness my hand and Notarial Seal the date above written.

Leonard E. Edwards
NOTARY PUBLIC

My Commission expires: Jan 10, 1981

Distribution Engineer B.W. Thompson Date 5/23/77 Land Rights and Services R.L.P. Date 5/23/77

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 29 Township 13 North, Range 12 East Salesman Edwards Engineer Branderburg St. # 85354 W.O. # 6135

2 Mi. So. of Springfield.

Spec# 67287