

RIGHT-OF-WAY EASEMENT

\*I, Mary Carr Richard Carr Owner(s)  
of the real estate described as follows, and hereafter referred to as "grantor".

THE NORTHEAST ONE-QUARTER (NE1/4) AND THE EAST ONE-HALF (E1/2) OF THE SOUTHEAST  
ONE-QUARTER (SE1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP TEN (10), RANGE NINE (9)  
OF THE 6TH P.M., CASS COUNTY, NEBRASKA

*Doc # 10*  
FILED FOR RECORD 6-1-76 AT A.M. IN BOOK 18 OF Index  
PAGE 491 REGISTER OF DEEDS, CASS CO., NEBR.  
*Betty Philpot* of 325

COMPARED

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:

ALONG THE EAST PROPERTY LINE OF ABOVE PROPERTY, THE EASEMENT IS FOR THE  
THREE PHASE FOUR WIRE LINE REQUIRED TO SUPPLY ELECTRIC SERVICE TO THE  
EAGLE SEWAGE DISPOSAL SITE.

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 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.

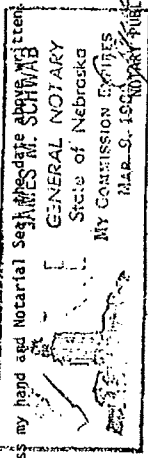
WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 13th day of April, 19 76.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
Mary Carr  
Betty Philpot

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
On this 13th day of April, 19 76,  
before me the undersigned, a Notary Public in and for said County and State, personally appeared  
Mary Carr Richard Carr  
County, personally came

Identical 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.

expressed. \_\_\_\_\_ voluntary act and deed for the purpose therein



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

My Commission expires: March 9, 1980  
Transmission Engineer B.P. Date 5/14/76 Contract and Specifications Engineer A.W.P. Date 5/14/76  
Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Section 29 Township 10 North, Range 9 East Salomon SO 114 P Englehart E.K. Est. # 25970 W.O. # 3162