

RIGHT-OF-WAY EASEMENT

I, Lueder Development, Inc. Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One (1) thru Two Hundred Eight (208), inclusive, The Farm, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

J. Kuhn

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REGISTER OF RECORDS
DOUGLAS COUNTY, NEBR.

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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:

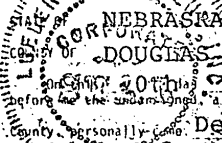
A strip of land Five feet (5') in width, lying adjacent to and parallel to the road side lot line of Lots One (1) thru Two Hundred Eight (208), inclusive, The Farm, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

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 _____ day of _____, 19____.

Dennis B. Andersen
General Partner of The Farm, Ltd.



STATE OF _____
COUNTY OF _____
On this _____ day of _____, 19____,
before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

Personally appeared _____
Dennis B. Andersen
President of Lueder Development, Inc.
personally known to me 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.

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.

With _____ seal at Omaha in _____
Notary Public
Jacqueline Klein
My Commission expires: 13, 1979
Date 6/22/77 Land Rights and Services BWP Date 6/27/77

Recorded in Rec. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.
Section 34 35 Township 15 North, Range 10 East Salesman Kuhn Engineer Hightower, 84873 N.O., 6298
2 3 14 10