

District 3-3-3  
Index 13-16-12  
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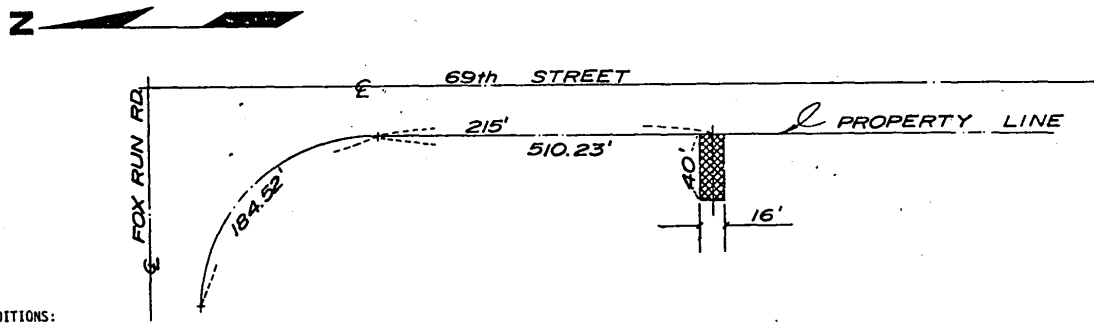
Book 570  
Page 523  
of

1. Me. Terry G. Lauritsen and Diane M. Lauritsen  
of the real estate described as follows, and hereafter referred to as "Grantor",

That part of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirteen (13), in Township Sixteen (16) North, Range Twelve (12), East of the 6th P. M., more particularly described as follows: Beginning at a point 33.0 feet South and 105.0 feet East of the Northeast corner of Section 13, Township 16 North, Range 12, East, said point being on the Southerly right of way of a county road and on the Easterly right of way of 72nd Street; and assuming the North line of Section 13 to bear East and West; thence East 33.0 feet South of and parallel to the North line of said Section 13 a distance of 818.0 feet; thence South 0 $^{\circ}$ 6' East a distance of 543.20 feet to a point on the Northerly right of way of State Highway 36; thence North 54 $^{\circ}$ 30' West along said right of way a distance of 177.70 feet to a point of curvature; thence along a 2,959.79 foot radius curve to the left tangent of which coincides with the last described course a distance of 771.60 feet to a point on the Easterly right of way of 72nd Street; thence North 0 $^{\circ}$ 19' West along said right of way a distance of 74.10 feet to the point of beginning in Douglas County, Nebraska,

also  
That part of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirteen (13), in Township Sixteen (16) North, Range Twelve (12), East of the 6th P. M., more particularly described as follows: Beginning at a point 396.01 feet West of and 33.00 feet South of the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 13; thence East along a line parallel to and 33.0 feet South of the North line of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 13 for a distance of 244.81 feet to a point of curve; thence on a curve to the right (radius being 117.8 feet), an arc distance of 184.52 feet; thence South 0 $^{\circ}$ 21'40" East, 510.23 feet along a line 33.0 feet West of and parallel to the East line of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 13; thence North 89 $^{\circ}$ 17'40" West along the North right of way line of Highway 36, 210.24 feet; thence North 56 $^{\circ}$ 12'35" West along the Northerly right of way line of Highway 36, 148.5 feet; thence 0 $^{\circ}$ 18'45" West, 543.06 feet to the point of beginning in Douglas County, Nebraska. (North line of said Northwest Quarter assumed East-West in direction.)

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:



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 1 day of DEC., 1975.

Terry G. Lauritsen      Diane M. Lauritsen

STATE OF NE BRASKA  
COUNTY OF DOUGLAS  
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.

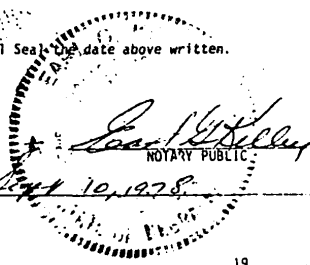
STATE OF Nebraska  
COUNTY OF Douglas  
On this 4th day of June, 1976.  
before me the undersigned, a Notary Public in and for said County and  
State, personally appeared

Terry G. Lauritsen & Diane M. Lauritsen  
Lauritsen, husband & wife  
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 \_\_\_\_\_ in  
said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC



My Commission expires: \_\_\_\_\_

My Commission expires: August 10, 1978

Distribution Engineer BD Date 8/13/76 Land Rights and Services RWP Date 6/11/76  
Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Section 13 Township 16 North, Range 12 East Salesman Mattson Engineer Scott Est. # 27603 W.O. # 9045

Terry Lauritsen  
Lauritsen Greenhouse  
69th & Fox Run Road

13-16-12