

RIGHT-OF-WAY EASEMENT

Kenneth DIRKSEN Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor",
Lot Five (5), Shannon Hills, a subdivision as surveyed, platted,
and recorded in Douglas County, Nebraska.

24 Recd.
RECEIVED
1977 JUN 27 AM 9:34
C. HAROLD SWILLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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of Shannon Hills
3-25
25-08
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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:

The East Fifty feet (50') of the South Forty feet (40') of the above
described property.

CONDITIONS

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consist-
ing of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the
right to tie or remove any trees along said line so as to provide a minimum clearance from the overhead part of the line to the ground.
- (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 user.
- (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 25th day of May, 1977

Kenneth Dirksen

STATE OF _____
COUNTY OF _____
On this 25 day of May, 1977,
before me the undersigned, a Notary Public in and for said County and
State, personally appeared
Kenneth DIRKSEN

personally to me known to be the identical person(s) and who acknowledged
the execution thereof to be his 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

Witness my hand and Notarial Seal the date above written
GENERAL NOTARY - State of Nebraska
LINDA DIRKSEN
My Comm. Exp. May 27, 1980
Linda Dirksen
NOTARY PUBLIC

My Commission expires: _____
Distribution Engineer B.D. Date 6/1/77 Land Rights and Services RUP Date 6-2-77
Recorded in Misc. Book No. _____ as Page No. _____ on the _____ day of _____, 19____
Section _____ Township _____ North, Range _____ East Salesman D. Clause Engineer _____ Est. # 85093 W. O. # 6194

Lot 5 Shannon Hills
3 Mi. West of Bennington, Neb.

3-25