

RIGHT-OF-WAY EASEMENT

1. Kenneth DIRKSEN
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.

Owner(s)

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REG'D'D BY LINDA DIRKSEN
REGISTRY OF DEEDS
DOUGLAS COUNTY, NEB.

Book 582
Page 691
of
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24 Dirksen

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 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 facility of at least twelve feet.
- (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.

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

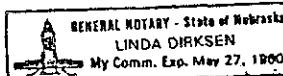
COUNTY OF

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) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written



Linda Dirksen

My Commission expires: May 27, 1980

RUL Date 6-2-77

Distribution Engineer B.D. Date 6/1/77, Land Rights and Services
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19_____
Section _____ Township _____ North, Range _____ east Surveyor D. CLAUSE Engineer _____ Est. #85093 v. o. 6194

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

205