

RIGHT-OF-WAY EASEMENT

I, COMMERCIAL FEDERAL SAVINGS & LOAN Owner(s)
we, of the real estate described as follows, and hereafter referred to as "Grantor".

A part of Lot 9D being Tax Lots 9D1, 9D2, Parcel 1, and LOT I-2A, Hillside Subdivision, all located in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-three (23), Township Fourteen (14) North, Range Thirteen (13) East of the 6th P.M., Sarpy County, Nebraska, whose boundaries are described on the reverse side:

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:

Within the easement area shown on the reverse side as Exhibit "A."

FILED FOR RECORD 12-14-76 AT 9:00 A M. IN BOOK 49 OF Misc Recs
770 Carl L. Hillebr REGISTER OF DEEDS, SARPY COUNTY, NEB. 650

CONDITIONS:

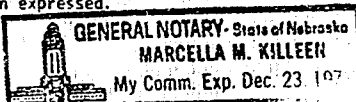
- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right 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 8 day of Nov, 1976.

Commercial Fed Sav. & Loan Assn.
William A. Fitzgerald Pres.
ATTEST: Gerald J. Johnson
Secretary

STATE OF _____
COUNTY OF _____
On this 8th day of November, 1976,
before me the undersigned, a Notary Public in and for said
County, personally came William A. Fitzgerald
President of Commercial Federal Sav. & Loan Assn.
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 his voluntary act and deed for the purpose
therein expressed.

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 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 at Omaha in
said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

Marcella M. Killeen
NOTARY PUBLIC

NOTARY PUBLIC

My Commission expires: December 23, 1978

My Commission expires: _____

Distribution Engineer AH Date 11/14/76; Land Rights and Services RWP Date 11/15/76

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 23 Township 14 North, Range 13 East Salesman Svacina Engineer Plummer Est. #28457 x.o. #4333

Commercial Savings & Loan
505 Galvin Road (Hwy 131)

61856

Commencing at the intersection of the centerline of State Highway No. 131 and the North property line of Lot 9D; thence Easterly along the said North property line of Lot 9D, a distance of 35.9 feet to the point of beginning (said point also known as the Northwest property corner of Tax Lot 9D2); thence continuing Easterly along the said North property line of Lot 9D (also being the North property line of Tax Lot 9D2), a distance of 280 feet to the Northeast property corner of said Tax Lot 9D2; thence Southerly along the East property line of said Tax Lot 9D2, a distance of 77.7 feet to the Southeast property corner of said Tax Lot 9D2 (said property corner also being located on the North property line of Lot I-2A, Hillside Subdivision); thence Easterly along the said North property line of Lot I-2A, Hillside Subdivision, a distance of 17.65 feet to the Northeast property corner of said Lot I-2A, Hillside Subdivision; thence Southerly along the East property line of said Lot I-2A, Hillside Subdivision, a distance of 142.5 feet to the Southeast property corner of said Lot I-2A, Hillside Subdivision (said property corner being located on the North right of way line of Tulip Lane); thence Westerly along the South property lines of said Lot I-2A, Hillside Subdivision and Parcel 1 (also known as the said Northerly right of way line of Tulip Lane), a distance of 206.7 feet to the Southwest property corner of said Parcel 1 (said property corner being located at the intersection of the North right of way line of Tulip Lane and the Easterly right of way line of State Highway No. 131); thence Northwesterly along the West property lines of Parcel 1, Tax Lots 9D1 and 9D2 (also known as the said Easterly right of way line of State Highway No. 131), a distance of 241.1 feet to the point of beginning.

EXHIBIT A

