

RIGHT-OF-WAY EASEMENT

I, Willard J. Smidt and Karen A. Smidt, Owner(s) of the real estate described below, and hereafter referred to as "Grantor(s), 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:

Part of the South One-half of the Southwest Quarter (S $\frac{1}{2}$  SW $\frac{1}{4}$ ) and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section Twenty-seven (27) and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section Twenty-eight (28), all in Township Seventeen (17) North, Range Thirteen (13), East of the 6th P.M., Washington County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of said Section Twenty-eight (28); thence N89°58'01"W, Four Hundred Fifty-nine and Fifty-eight hundredths feet (459.58'); thence N20°07'35"W, Three Hundred Nineteen and one tenth feet (319.10'); thence N33°59'30"W, One Thousand Two Hundred Seven and Fifty-three Hundredths feet (1,207.53'); S89°34'53"E, One Thousand Two Hundred Forty-four and Thirteen Hundredths feet (1,244.13)'; thence S89°27'00"E, Three Thousand Eight Hundred Sixty and Forty-two Hundredths feet (3,860.42)'; thence S04°54'58"W, Twenty-nine feet (29.0)'; thence S10°16'22"W, Five Hundred Twenty-six and Five tenths feet (526.5)'; S14°09'18"W, Five Hundred Twenty-two and Three tenths feet (522.3)'; thence S18°44'46"W, Two Hundred Sixteen and Seventy-one Hundredths feet (216.71)'; thence 89°56'30"W, Three Thousand Five Hundred Sixty-six and Twelve hundredths feet (3,566.12') to the point of beginning.

CONDITIONS:

- (a) Where Grantees' facilities are constructed, Grantees shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentalities for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound of all kinds and the reception thereof, including all services of the Grantees to the residence on the above described real estate, over, upon, along, above, under, in and across a strip of land Sixteen feet (16') in width, being Eight feet (8') on each side of and parallel to facilities as constructed by Grantees.
(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) Grantor, its heirs, successors or assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantees' facilities have been constructed.
(d) Grantees shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be.
(e) It is further agreed 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 or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantees forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 7 day of December, 1979.

STATE OF NEBRASKA, COUNTY OF WASHINGTON SS 5266
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 22 DAY OF December A.D. 1979
AT 9 O'CLOCK AM AND RECORDED IN
BOOK 126 AT PAGE 265
COUNTY CLERK
DEPUTY

Willard J. Smidt
Karen A. Smidt
Grantor(s) Karen A. Smidt

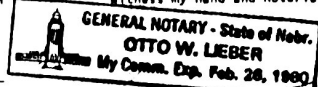
1979 DEC 20 AM 9:02
CHARLOTTE C. LIESER
NOTARY PUBLIC
WASHINGTON COUNTY, NEBRASKA

STATE OF
COUNTY OF
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 execution
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 7th day of December, 1979
before me the undersigned, a Notary Public in and for said County and
State, personally appeared
Willard J. Smidt
Karen A. Smidt
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 said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.



Otto W. Lieber
NOTARY PUBLIC
Feb. 26, 1980

My Commission expires:

My Commission expires: Feb. 26, 1980

Distribution Engineer B.D. Date 2/12/79 Land Rights and Services B.R.K. Date 12/1/79

Recording in Misc. Book No. at Page No. on the day of 19
Section 27/28 Township 17 North, Range 13 East Salesman Miner Engineer Jones Est. 33340 W.O. 5697

Recorded
General
Numerical
Photostat