

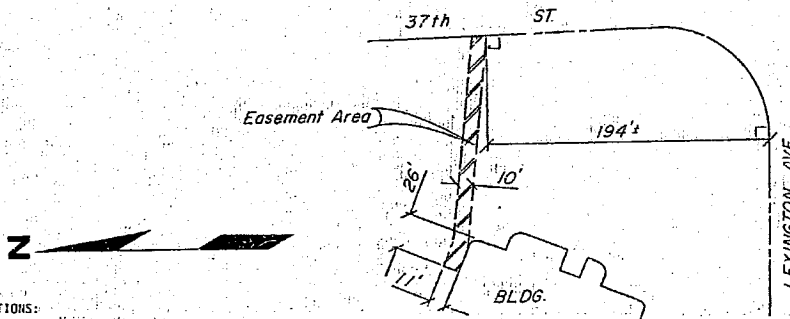
## RIGHT-OF-WAY EASEMENT

I, Strategic Air Command Federal Credit Union Owner(s)  
 of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Twenty-two (22), 370 Square, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

FILED FOR RECORD 12-28-78 AT 9:40 A.M. IN BOOK 51 OF Misc Rec.  
 PAGE 862 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY, NEB. 325

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:

- 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').
- 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.
- 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.
- 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 19th day of December, 19 78

STATE OF NebraskaCOUNTY OF Sarpy

On this 19th day of December, 19 78,  
 before me the undersigned, a Notary Public in and for said

County, personally came Johnnie B. McCaa

President of Strategic Air Command Federal Credit Union

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 19th day of December, 19 78,  
 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 his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at Offutt AFB, NE in  
 said County the day and year last above written.

GENERAL NOTARY - State of Nebraska  
CARLA M. BENN  
 My Comm. Exp. Feb. 17, 1982

NOTARY PUBLIC

My Commission expires: 17 February 1982

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

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

Distribution Engineer BD Date 12/22/78 and Rights and Services BD Date 12/1/78

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19  
 Section 32 Township 14 North, Range 13 East Salesman Svacina Engineer D' Louhy Est. # 31914 N.O. # 9628 #2

File #  
**13203**