

RIGHT-OF-WAY EASEMENT

I, Ross Steak House Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

The irregular South 470 feet of the North 1070 feet of the East 610 feet of the West 660 feet, North and East of the Papio Creek, in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-four (24), Township 15 North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, and containing 3.285 acres, approximately.

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:

West

The North 20 feet of the 15 feet of the above described property.

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 7 day of Sept, 19 76.

Ross Louello
Josephine J. Louello

ROSS STEAK HOUSE

STATE OF
COUNTY OF

On this _____ day _____, 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
foregoing instrument as grantor(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 _____ in
said County the day and year last above written.

My Commission expires: _____
NOTARY PUBLIC

Distribution Engineer HW Date 9/14/76 Land Rights and Services RWP Date 9/14/76
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____
Section 24 Township 15 North, Range 12 East Salesman Horstman Engineer Jones Est. 28336 A.O. # 3802

STATE OF Nebr
COUNTY OF Douglas

On this 7 day of Sept, 19 76,
before me the undersigned, a Notary Public in and for said County and
State, personally appeared Ross Louello & wife

Josephine J. Louello Husband & wife

personally to me known to be the identical person(s) and who acknowledged
the execution thereof to be their voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal at _____
JOHN M. DEMPSEY
GENERAL NOTARY
State of Nebraska
My Commission Expires
NOV 17, 1977

My Commission expires: Nov 17, 1977
NOTARY PUBLIC

29
Muehl
RECEIVED
1976 SEP 27 AM 11:02
REGISTRAR OF DEEDS
DOUGLAS COUNTY, NEBR.

570
530
Muehl

325
24-15-12

24-15-12