

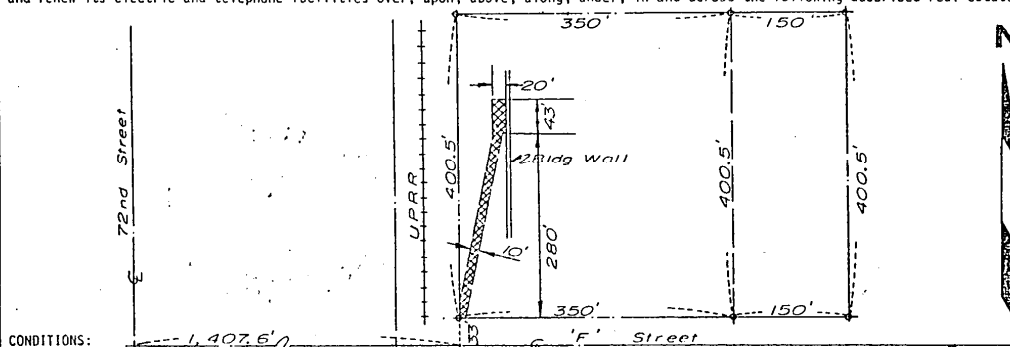
BOOK 557 PAGE 90

RIGHT-OF-WAY EASEMENT

I, Shramek Muecke Company Owner(s)
 of the real estate described as follows, and hereafter referred to as "Grantor",

That part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 36, Township 15 North, Range 12, East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at point 33 feet North and 1,407.6 feet East of the Southwest corner of said Section 36; thence North along a line parallel with the West line of said Section, a distance of 400.5 feet; thence East along a line parallel with the South line of said Section, a distance of 350 feet; thence South along a line parallel with the West line of said Section, a distance of 400.5 feet; thence West along a line parallel with the South line of said Section, a distance of 350 feet to the point of beginning, and that part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 36, described as follows: Beginning at a point 33 feet North and 1,757.6 feet East of the Southwest corner of said Section 36; thence North along a line parallel with the West line of said Section, a distance of 400.5 feet; thence East along a line parallel with the South line of said Section, a distance of 150 feet; thence South along a line parallel with the West line of said Section, a distance of 400.5 feet; thence West along a line parallel with the South line of said Section, a distance of 150 feet to point of beginning.

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 15 day of July, 1975.

F. J. Meyers
 Notary Public

William A. Meyers
 Notary Public

STATE OF Nebraska
 COUNTY OF Douglas

On this 5 day of Sept, 1975,
 before me the undersigned, a Notary Public in and for said

County, personally came F. J. Meyers

Shramek Muecke Co.
 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 at Omaha, Neb. in
 said County the day and year last above written.

William F. Meyers
 NOTARY PUBLIC
 My Commission expires: 6/27/77

STATE OF
 COUNTY OF

On this 15 day of July, 1975,
 before me the undersigned, a Notary Public in and for said County and State, personally appeared William A. Meyers

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

Witness my hand and Notary Seal at the date above written.

William A. Meyers
 NOTARY PUBLIC
 My Commission expires: 6/27

Distribution Engineer SH Date 8/1/75 Land Rights and Services SH Date 7/1/75
 Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
 Section 36 Township 15 North, Range 12 East Salesman Shramek Engineer D. Louhy Est. #26611 N.O. #7441

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

27 DAY OF Oct, 1975 AT 2:30 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

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