

RIGHT-OF-WAY EASEMENT

We, Carl C. Keller Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots 8 and 9, Block 4, Hansens Boulevard Addition and Lots ~~2, 3, 4, 6, and 7~~ inclusive, Block 2, Chappel Addition to the City of Elkhorn, Douglas County, Nebraska.

RECEIVED
APR 18 AM 8:34
C. H. B. C. L. S. T. L. R.
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 579
Page 321
of

Fee 550
Index 54-524
Comped 75-3
N

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:

The North Ten feet (10') of Lot Eight (8), the North Five feet (5') of Lot Nine (9); the South Five feet (5') of Lots Eight (8) and Nine (9); the West Ten feet (10') of Lots Eight (8) and Nine (9), all in Block Four (4), Hansens Boulevard Addition, and the North Five feet (5') of Lots 2, 3, 4, 6, and 7, the South Five feet (5') of Lots 1, 2, 3, 6, and 7 together with the West Five feet (5') of Lots 2, 3, 6, and 7 and the East Five feet (5') of Lots 1, 4, 5, and 8, all in Block Two (2), Chappel Addition 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 23 day of Mar, 1977.

Carl C. Keller

STATE OF

COUNTY OF

On this 23 day of Mar, 1977, 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 his voluntary act and deed for the purpose therein expressed.

STATE OF Nebr

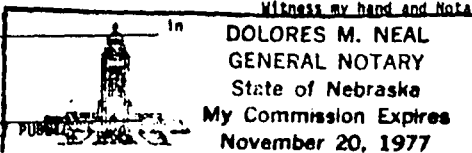
COUNTY OF Douglas

On this 23 day of Mar, 1977, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Carl C. Keller

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
said County the day and year last above written



Witness my hand and Notarial Seal the date above written.

Dolores M. Neal
NOTARY PUBLIC

My Commission expires:

My Commission expires:

Nov 20, 1977

Distribution Engineer

Date 3/25/77

Land Rights and Services

RUP

Date 3-25-77

Recorded in Misc. Book No.

at Page No.

on the

day of

Section

Township

North, Range

East

Salesman

Kuhn

Engineer

Woodhead

Est. # 83948

19 - 5459