

RIGHT-OF-WAY EASEMENT

I, Karl L. Schneckenberger & Karen S. Schneckenberger 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:

Lot Twenty-Three (23), Surrey Hills, a subdivision of Tax Lots Twenty-two (22) and twenty-three (23) in Section Thrity-Five (35), Township Seventeen North, Range Twelve (12) East, Sixth (6th) P.M., Washington County, Nebraska, containing 5.00 acres.

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 1976
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 28th DAY OF July A.D. 1976
AT 8:54 O'CLOCK P.M. AND RECORDED IN BOOK
109 AT PAGE 359
COUNTY CLERK Charlotta Peterson
DEPUTY Ramon Thibodeau

1976 JUL 28 PM 8:54

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 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 10th day of July, 1976.

XXXX:

Karl L. Schneckenberger Karen S. Schneckenberger
KARL L. SCHNECKENBERGER KAREN S. SCHNECKENBERGER

Grantor(s)

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 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.

NOTARY PUBLIC

My Commission expires: _____

STATE OF Nebraska
COUNTY OF Douglas

On this 10th day of July, 1976, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Karl L. Schneckenberger
Karen S. Schneckenberger

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

Witness my hand and Notarial Seal at _____ the date above written.



My Commission expires: May 13, 1979

Distribution Engineer B. D. Date 7/13/76 Land Rights and Services _____ Date _____

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 35 Township 17 North, Range 12 East Salesman C. Johnson Engineer M. Scott Est. # 48484 W.O. # 9550