

OPPO Form No. 1-75-1

BOOK 623 PAGE 543 POOR INSTRUMENT FILED
RIGHT-OF-WAY EASEMENT

AMERICAN BUSINESS LISTS, INC. Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor".

Lot Three (3), Park Drive Industrial Park, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

80-789

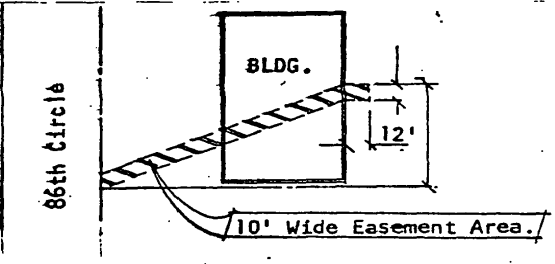
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1979 NOV -9 AM 9:11
CLARENCE SCHEER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

17

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:

NOTE:
Area of Easement under bldg. exempt from Condition "C" hereof.



CONDITIONS:

- (a) 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').
- (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) 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.
- (d) 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 whatsoever 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 9 day of Oct 1979

Vinod Gupta President
Geri Massey Secy.

STATE OF Nebraska
COUNTY OF Douglas

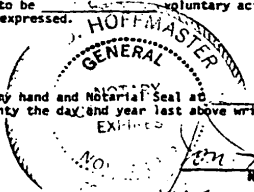
STATE OF
COUNTY OF

On this 9 day of Oct, 1979, before me the undersigned, a Notary Public in and for said County, personally came VINOD GUPTA

On this ___ day of ___, 19___, before me the undersigned, a Notary Public in and for said County and State, personally appeared

President of AMERICAN BUSINESS LISTS, INC. 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.

personally to me known to be the identical person(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 said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

My Commission expires: Nov 7, 1982

My Commission expires:

Distribution Engineer Date Land Rights and Services
Recorded in Misc. Book No. at Page No. on the day of 1979
Section 10 Township 14 North, Range 12 East Salesman Kulisek Engineer Plummer Est. #33118 M.O. 5255