

6/14/79

OPPD Form No. 1-75-1

BOOK 629 PAGE 203

Distribution

RIGHT-OF-WAY EASEMENT

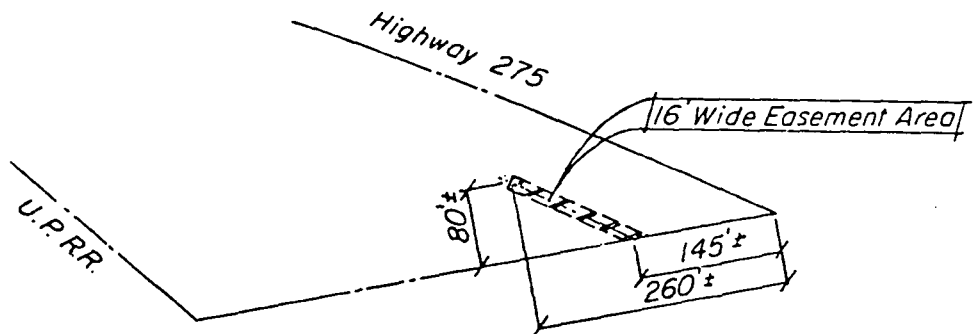
I, James A. Trapp, Partner of MAT Properties Co. Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Twenty-four (24), Cornhusker Industrial Park III, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

RECEIVED  
1980 FEB 19 PM 3:12  
F. HAROLD GORTLEY  
REGISTERED CLERK  
DOUGLAS COUNTY, NEBR.

Book 629  
Page 203  
of Misc  
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Index  
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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:

- (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 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 11th day of January 1980

*[Signature]*

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.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this 11th day of January, 1980,  
before me the undersigned, a Notary Public in and for said County and  
State, personally appeared \_\_\_\_\_  
James A. Trapp Partner  
of MAT Properties Co  
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 \_\_\_\_\_ in  
said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

J. ANDERSON  
SEAL  
STATE OF NEBRASKA  
Notary Public  
February 14, 1980  
*[Signature]*  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

My Commission expires: February 14, 1980

Distribution Engineer (b.l.s) Date 1/18/80 Land Rights and Services (b.l.s) Date 1/15/80  
Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Section 35 Township 15 North, Range 11 East Salesman Horstman Engineer Scott Est. # 32425 H.O. # 4507

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14 pages