

6/80

OPPD Form No. 1-75-1

Distribution

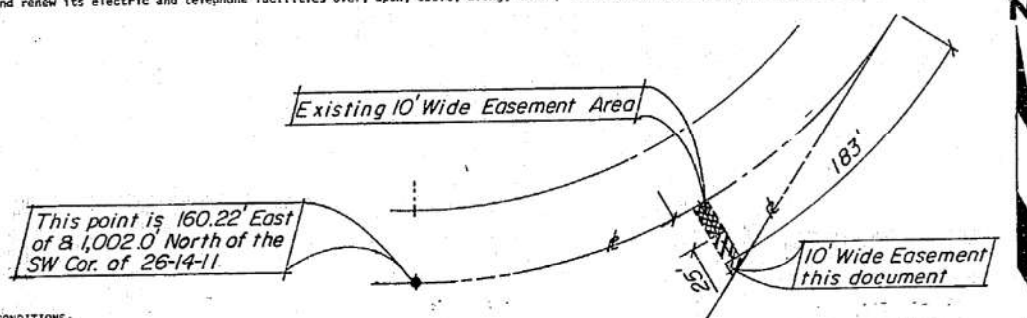
RIGHT-OF-WAY EASEMENT

I, XXXXXXXXXXXXXXXXXXXX S W N Investments Owner(s)
 We, of the real estate described as follows, and hereafter referred to as "Grantor",

Part of Tax Lot Four-A (T.L. 4A) in Section Twenty-six (26), Township
 Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Sarpy
 County, Nebraska.

FILED FOR RECORD 8-14-80 9:55 A.M. 53 Miss Rec.
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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:

- 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 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/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 27 day of June, 19 80.

STATE OF

COUNTY OF

On this 27 day of June, 19 80,
 before me the undersigned, a Notary Public in and for said

County, personally came Lee H. Sapp, SWN

Investments
 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

COUNTY OF

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

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 14615 11th St. N. & 11th St. E. in
 said County the day and year last above written.



NOTARY PUBLIC

Witness my hand and Notarial Seal the date above written:

NOTARY PUBLIC

My Commission expires: _____

Distribution Engineer 144 Date 8/13/80 Land Rights and Services, EBN Date 7/29/80
 Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____.
 Section 26 Township 14 North, Range 11 East Salesman Clausen Engineer Perkins Est. # 33891 W.O. # _____

Rec'd
 06150