

7/10/79

OPPD Form No. 1-75-1

BOOK 619 PAGE 737

Distribution

5.00

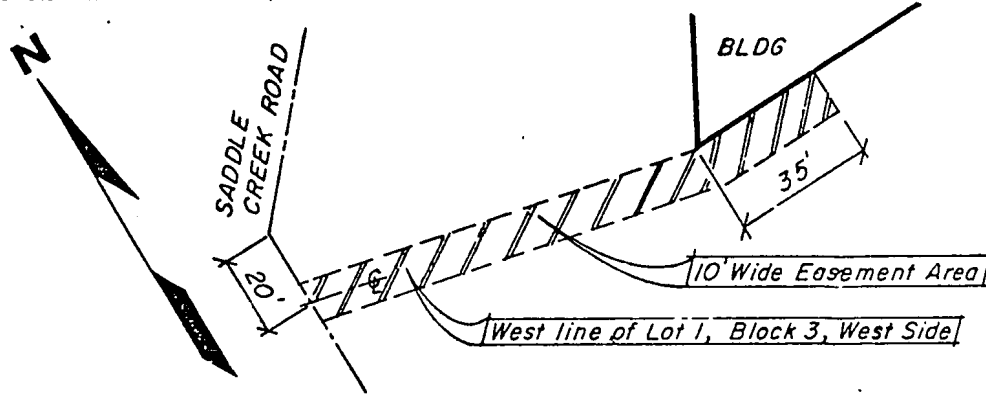
RIGHT-OF-WAY EASEMENT

I, Crosby Surgical Co. Inc. Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Part of Lot 1 and all of Lot 2, Block 3, West Side, together with the East One-half (E½) of the vacated alley adjacent to the South 30.00 feet of said Lot 2, Block 3, West Side, and also an irregular tract of land lying North of said Lot 1, Block 3 West Side, and also of Lots 23 thru 27, inclusive, and part of Lot 28, Block 2, West Side, together with the West ½ of the vacated alley adjacent to said Lots 23 thru 28, Block 2, West Side, and also the included portion of vacated 48th Ave., all located in the Southeast Quarter (SE¼) of Section 30, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska.

Fee 5.00
Index 51-285 etc
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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:



RECEIVED
1979 AUG 29 PM 3:16
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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 9th day of August, 1979.

R. J. Kafka President

SEAL
STATE OF Nebraska
COUNTY OF Douglas

ON this 9th day of August, 1979,
before me the undersigned, a Notary Public in and for said
County, personally came R. J. Kafka

President of Crosby Surgical Co. 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 his voluntary act and deed for the purpose
therein expressed.

Witness my hand and Notarial Seal at Omaha in
said County the day and year last above written.

GENERAL NOTARY - State of Nebraska
EARL G. KELLEY
My Comm. Exp. Sept. 10, 1982
My Commission expires: Sept. 10, 1982

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 the date above written.

NOTARY PUBLIC
My Commission expires: _____

Distribution Engineer BN Date 8/13/79 Land Rights and Services BN Date 8/10/79

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 30 Township 15 North, Range 13 East Salesman Mattson Engineer Rosales Est. #32522 R.O. # 4611