

RIGHT-OF-WAY EASEMENT

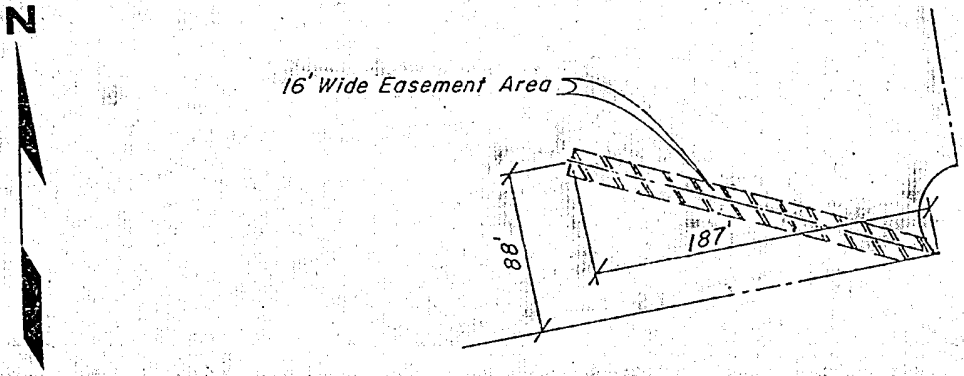
51-695

I, Larry L. and Barbara A. Roberts Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Four (4) Murrays Rusty Rose Ranchettes, an addition to Sarpy County, Nebraska,
as surveyed, platted and recorded.

FILED FOR RECORD 10-13-78 AT 9:30 A M. IN BOOK 51 OF Misc Rec
PAGE 695 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 325

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 28 day of Sept, 1978.

Larry L. Roberts
Barbara A. Roberts

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.

STATE OF _____
COUNTY OF _____
On this 28 day of Sept, 1978,
before me the undersigned, a Notary Public in and for said County and
State, personally appeared before me
Larry L. Roberts & Barbara Roberts
personally to me known to be the identical person(s) and who acknowledged
the execution thereof to be their 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.

NOTARY PUBLIC

Ronald C. Coyan
GENERAL NOTARY - State of Nebr.
My Commission Expires October 2, 1978
NOTARY PUBLIC
My Commission expires: 2 Oct 78

Distribution Engineer AA Date 10/4/78; Land Rights and Services Block Date 10/9/78

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 22 T. _____ R. _____ S. _____ E. _____ B. Craven Recorder Dropinski No. 85242 _____

Sheet 10314