

82-35

RIGHT-OF-WAY EASEMENT

I, Carl T. Wright, Jr. and Elaine B. Wright Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

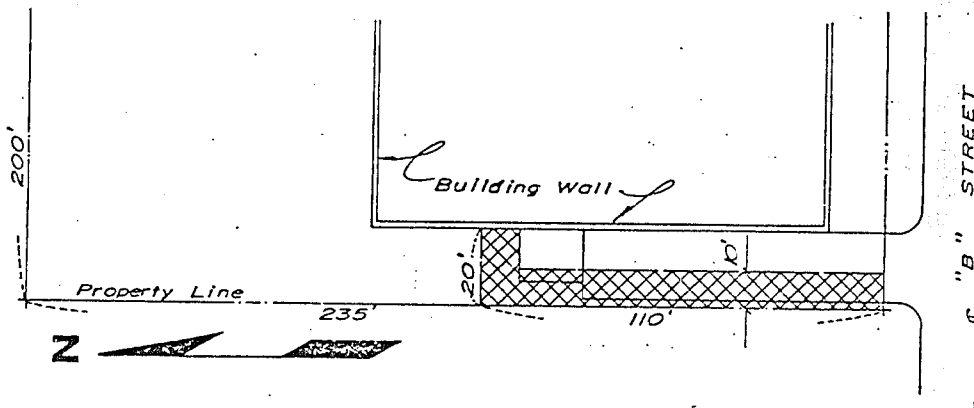
Lots Eighty (80) and Eighty-one (81) of Southwest Park, an addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

19 DAY OF Dec 1975 AT 10:16 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS

BSE

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 7 day of Nov 1975.

Carl T. Wright, Jr.

Elaine B. Wright

STATE OF

COUNTY OF

On this _____ day _____, 19____, before me the undersigned, a Notary Public in and for said

County, personally came _____

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.

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

NOTARY PUBLIC

My Commission expires: _____

STATE OF

COUNTY OF

On this 7 day of December 1975, before me the undersigned, a Notary Public in and for said County and State, personally appeared Carl T. Wright, Jr. and Elaine B. Wright

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 _____ in said County the day and year last above written.

JOHN E. FIFER
GENERAL NOTARY
State of Nebraska
MY COMMISSION EXPIRES
March 12, 1978

My Commission expires: March 12, 1978

Distribution Engineer SH Date 11/10/75; Land Rights and Services SH Date 11/10/75

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 36 Township 15 North, Range 11 East Salesman Shramek Engineer Rokicki Est. 127555 N.O. 2905