

3.2.1

OPPD Form No. 1-75-1

BOOK 603 PAGE 413

Distribution

RIGHT-OF-WAY EASEMENT

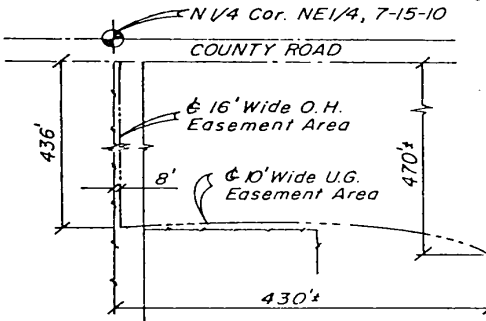
John J. Plettner Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

The North One-half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Seven (7), Township Fifteen (15) North, Range Ten (10), East of the 6th P.M., Douglas County, Nebraska.

RECEIVED
1978 SEP 22 AM 9:35
C. HAROLD DENTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

603
413
Shelton
7-15-10
7-15-10

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 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 28th day of Aug., 1978.

John J. Plettner

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 Nebraska
COUNTY OF Douglas

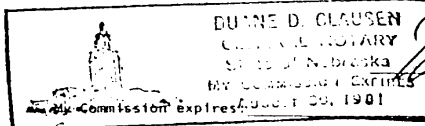
On this 28 day of August, 1978, before me the undersigned, a Notary Public in and for said County and State, personally appeared John J. Plettner

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.

NOTARY PUBLIC

Witness my hand and Notarial Seal the date above written.



Duane D. Clausen

My Commission expires: _____

Distribution Engineer AH Date 7/6/78 Land Rights and Services JPK Date 8/21/78

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 7 Township 15 North, Range 10 East Salesman Clausen Engineer Dropinski Est. #86406 N.O. # 9575