

RIGHT-OF-WAY EASEMENT

BOOK 567 PAGE 695

I, Otto Timm, Trustee Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One (1) thru Forty-three (43), inclusive, Trailridge Ranches, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

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:

A strip of land Ten feet (10') in width, lying adjacent to and parallel to the road side lot lines of Lots One (1) thru Forty-three (43), inclusive, Trailridge Ranches, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

83-809

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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 herebefore 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 8 day of April, 1976

Otto Timm, Trustee
Otto Timm, Trustee

STATE OF
COUNTY OF
On this 7th day of April, 1976,
before me the undersigned, a Notary Public in and for said
County, personally came Otto Timm, Trustee

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) 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.

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.

M. L. STRONG
GENERAL NOTARY
State of Nebraska
My Commission Expires
October 11, 1978
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.

M. L. Strong
NOTARY PUBLIC

NOTARY PUBLIC

My Commission expires: _____

My Commission expires: _____

Distribution Engineer AWP Date 7/16/76 Land Rights and Services AWP Date 7/16/76
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.
Section 35 Township 15 North, Range 10 East Salesman Cope Engineer W. H. ... Est. # 83933 N.O. # 9936

Trailridge Ranches
Sec 35-715N-R 10E
Skyline Drive + West Center Road