

81-1807

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EASEMENT

1. Dial Development Corp. Owner(s)
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor(s)":

Autumn Heights, an addition to Douglas County, Nebraska as surveyed, platted and recorded, being located in the West 1/2 of the S.W. 1/4 of Sec. 12, T-15-N, R-11-E of the 6th PM, Douglas County, Nebraska.

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, its successors and assigns, collectively referred to as "Grantee," a permanent easement, with rights of ingress and egress thereto, to install, operate, maintain, repair, replace and renew its electric and telephone facilities over, upon, along and under the following described real estate, to wit:

Along the East 12 ft. of Lots 284, 285 and 286 and along the West 12 ft. of Lots 14 through 22; the West 12 ft. of Lots 89 through 114 and the West 12 ft. of Lot 230, all in Autumn Heights Addition as described above.

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ENTERED IN NUNBERED INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
5 November 13 10:59 AM HAROLD COYLER REGISTER OF DEEDS 1250

- CONDITIONS:
- (A) Where Grantee's facilities are constructed they shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors 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) After electric and telephone facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change in grade elevation or any excavations shall be made therein without prior written approval of the Grantee, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
 - (C) The foregoing right is granted upon the express condition that the Grantees will assume liability for all damages to the above described property caused by Grantees' failure to use due care in its exercise of the granted right.
 - (D) It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 19th day of September, 1973

ATTEST: [Signature] DIAL DEVELOPMENT CORP.
[Signature]

ATTEST: _____ Grantors

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 _____

STATE OF NEBRASKA
COUNTY OF Douglas
On this 19 day of September, 1973, 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.

Ewel J. Karnes Jr., President of DIAL Development Corp (a corporation), to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of said corporation was thereto affixed by _____

Witness my hand and Notarial Seal the date above written.

Notary Public

Witness my hand and Notarial Seal _____ a said County and State, on this _____ day and year last above written.
[Notary Seal: STATE OF NEBRASKA, COMMISSION EXPIRES MAY 15, 1976]
[Signature] Notary Public
My Commission expires May 15, 1973

APPROVED: [Signature] Date 11/13/73
C.B.S. Eng. [Signature] Date 11/13/73

Section 12 Township 15 Range 11 Suburban S.W. 1/4 of Sec. 12
Aerial 144 S. 12.12.12

EST # 47508
W/O # 9490

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