

I, We, ~~XXXXXXXXXX~~ AUGUST DEVELOPMENT COMPANY

of (agent for) the real estate described as follows, and hereafter referred to as "Grantor":
The Southeast Quarter of the Southeast Quarter of the Southwest Quarter (SE¹ SE¹ SW¹)
of Section Thirty-three (33), Township Sixteen (16) North, Range Twelve (12), East of
the 6th P.M., 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:

See sketch on the reverse side of this document for location of easement area.

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 Grantee 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 heirs, executors, administrators, successors and assigns shall warrant and defend the same and shall 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 Notary Public seal this 6 day of August, 1978.

~~HAROLD FLATT~~ AUGUST DEVELOPMENT CO.

ATTEST:

Elmer J. Mattson

ATTEST:

Philip L. Matt

Grantors

STATE OF

COUNTY OF

On this 6 day of August, 1978, before me the undersigned, a Notary Public in and for said County and State personally appeared Elmer J. Mattson and Philip L. Matt

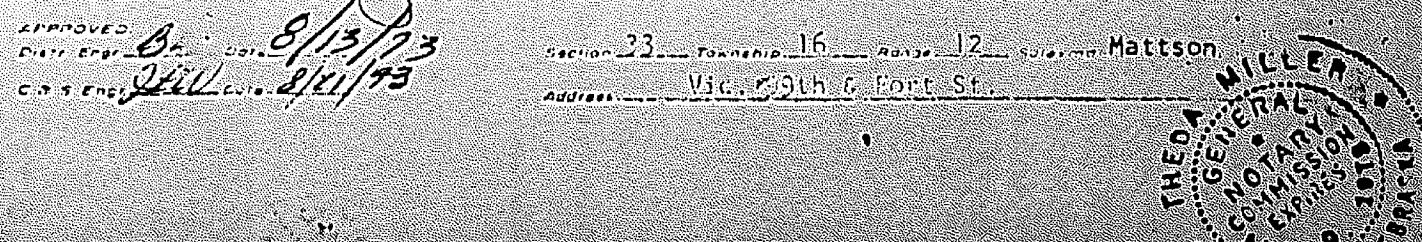
personally known to be the identical person(s) who signed the foregoing instrument as grantor(s), and who acknowledged execution thereof to be their true and honest act and deed for the purpose therein expressed.

GAIL FRITZ
GENERAL
NOTARY
COMMISSION
EXPIRES
MAY 23, 1978

STATE OF NEBRASKA
My Commission expires
Seal the date above
Date Aug 11 1978

APPROVED:
Peter Eng 8/13/78
C. C. Eng 8/21/78

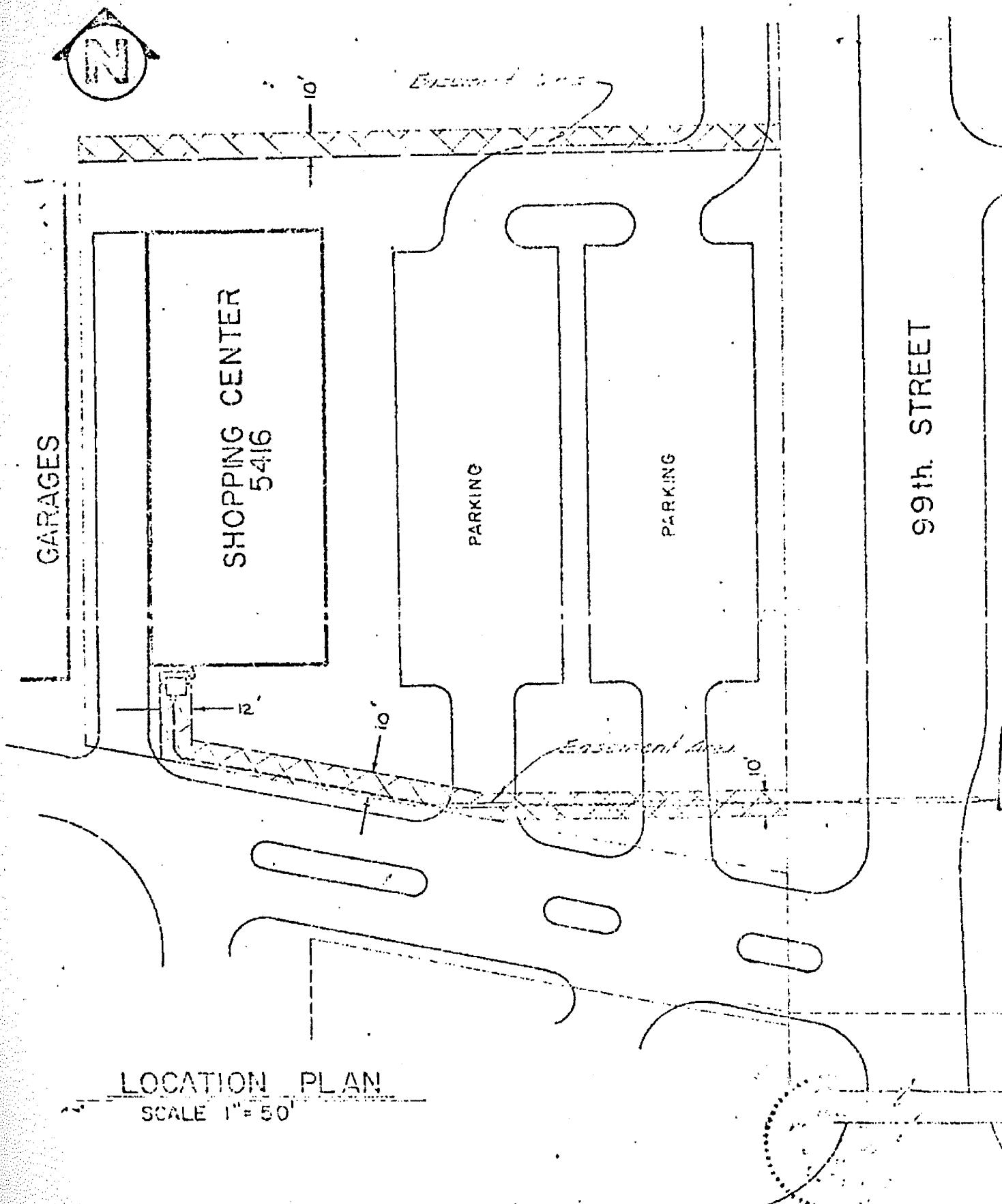
Section 33 Township 16 Range 12 Suburban Mattson
Address: 19th & Fort St.



Witness my hand and Notarial Seal at _____
in said County the day and year first aforesaid,

Elmer J. Mattson
Notary Public

My Commission expires August 7, 1978



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

22 DAY OF August 1973 AT 10:03 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS 6-25