

X. Ewell J. Karnes, Jr. and Barbara J. Karnes, husband and wife and We, Donald F. Day and Patricia Day, husband and wife of (joint) for the real estate described as follows, and hereafter referred to as "Grantors:"

lots Six (6) and Eleven (11) thru Sixteen (16), inclusive, Park Drive Industrial Park, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

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 NORTH-WESTERN 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, cable, fixtures, guys and anchors within a strip of land as indicated above, together with the right to cross 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 end his, their heirs, executors, administrators, successors and assigns shall hereafter and during the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior or contrary to this instrument.

WITNESS my hand and Notarial Seal this 29 day of January, 1973

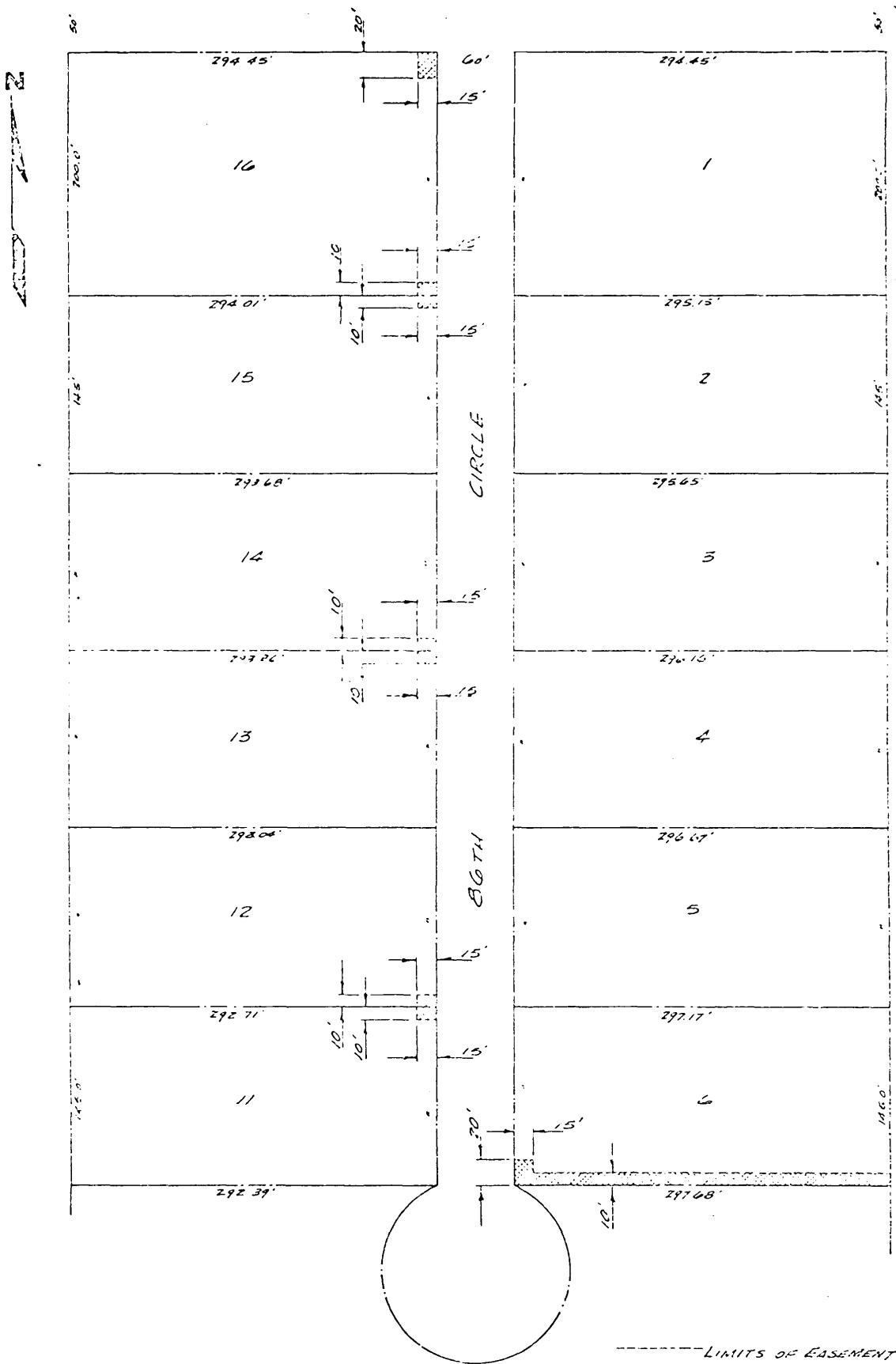
Grants: Ewell J. Karnes, Jr. Barbara J. Karnes Donald F. Day Patricia Day

STATE OF Nebraska COUNTY OF Douglas On this 29 day of January, 1973 before me the undersigned, a Notary Public in and for said County and State, personally appeared Ewell J. Karnes, Jr. and Barbara J. Karnes, husband and wife and Donald F. Day and Patricia Day, husband and wife.

personality to be known as the individual person (s) who signed the foregoing instrument as grantor (s) and who acknowledged the execution thereof to be legal and done for the purpose therein expressed.

Notary Public Stephen M. Farrell State of Nebraska Commission Expires 5/15/76

PARK DRIVE



H. PLAT IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 6 DAY OF February 1973 AT 4:33 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS 7.75