

16-15-12

EASEMENT

BOOK 521 PAGE 265

I, OLSEN DODGE, INC., a corporation Owner(s)
We, of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"

The North Two Hundred Eighty-three and five-tenths feet (283.5') of that part of the East One-half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Sixteen (16), Township Fifteen (15) North, Range Twelve (12), East of the 6th P.M., Douglas County, described in that certain Warranty Deed dated May 1, 1972 and recorded in Deed Book 1454 at Page 33 of the Register of Deeds office of Douglas County, Nebraska.

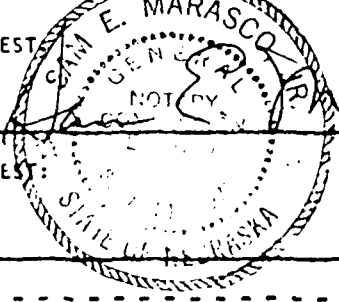
In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, its successors and assigns, collectively referred to as "Grantee," a permanent easement, 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:

Drawing on reverse side of this document shows 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 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 31 day of March

ATTEST:  E. Marasco
 ATTEST: _____

OLSEN DODGE, INC.
 By Stanley Olsen

 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 _____

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.

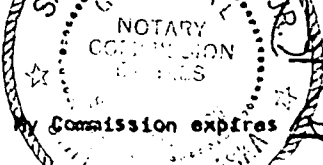
Witness my hand and Notarial Seal the date above written.

Notary Public
My Commission expires _____

STATE OF Nebraska
 COUNTY OF Douglas
 On this 31 day of March, 1973, before me the undersigned, a Notary Public in and for said County, personally came _____

Stanley Olsen, President of Olsen Dodge Inc., (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 its authority.

Witness my hand and Notarial Seal at Omaha, in said County, the day and year last above written.

 E. Marasco
 Notary Public
 My Commission expires Sept 21, 1976

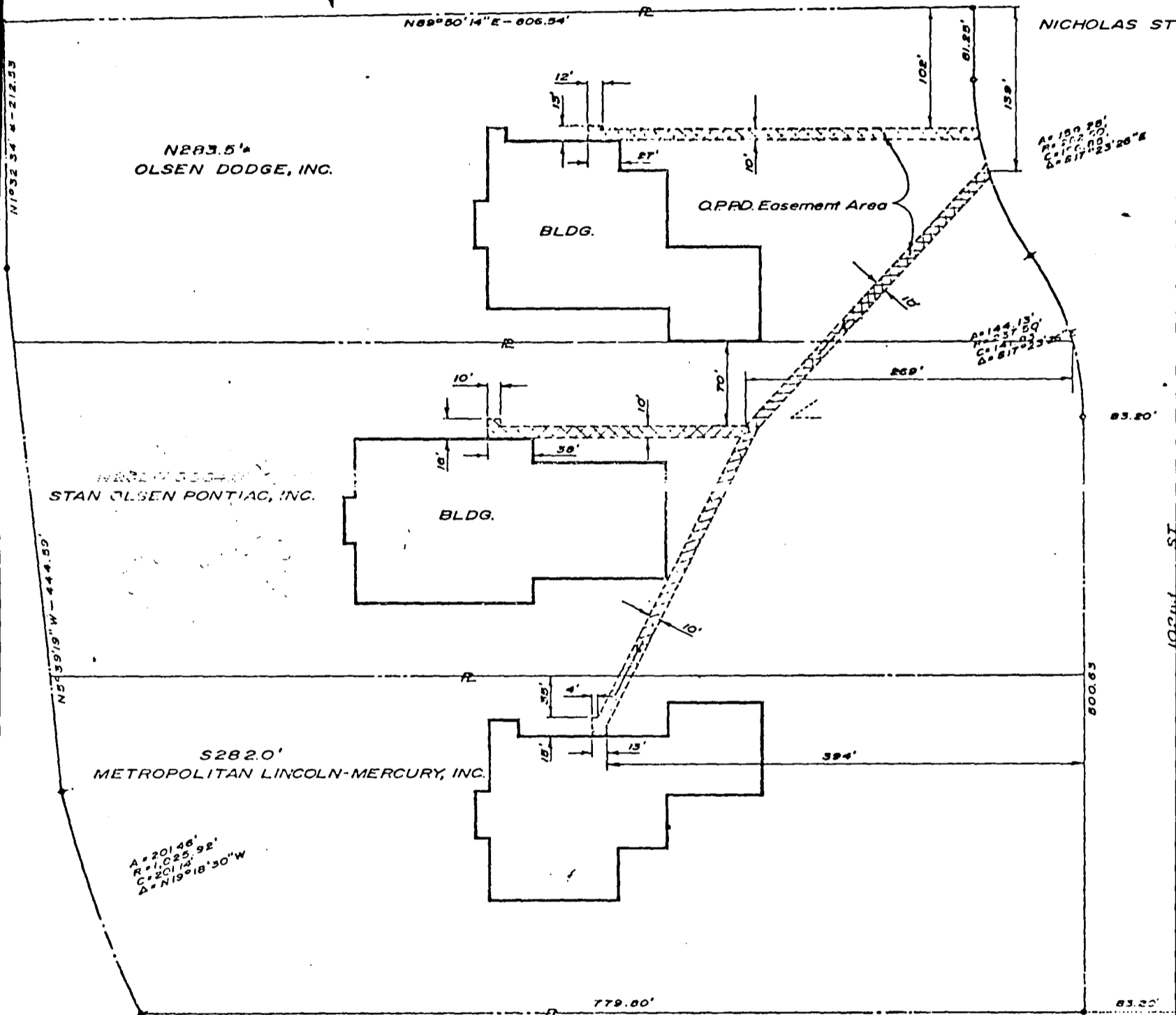
APPROVED:
 Distr. Engr. _____ Date _____
 C & S Engr. JSW Date 4/16/73

Section 16 Township 15 Range 12 Salesman Malken Engineers Street
 Address _____

FK
EK

N

NE Cor. SW1/4, 16-15-12,
Douglas County, Nebraska



A = 201'46"
 R = 1025'92"
 C = 201'18"
 Δ = N19°18'30"W

A = 144'13"
 R = 237'80"
 C = 147'43"
 Δ = S17°23'26"E

A = 150'28"
 R = 262'20"
 C = 156'10"
 Δ = S17°23'26"E

CHAROLD OSTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBRASKA

1973 APR 17 PM 4 01

RECEIVED

Handwritten initials and signature:
 R.S.
 M. Mac...
 attn J. Wozny

THE STATE OF NEBRASKA }
 Douglas County }
 Entered in Numerical Index and filed
 for Record in the office of the Register of
 Deeds of said County and recorded in
 Book 521 of Mac
 Page 265

Signature: E. Harold Ostler
 Register of Deeds

By _____ Deputy

Omaha Public Power Dist.
 1623 Harney 68102

16-15-12
 For [Signature]

16-15-12