

EASEMENT

Distribution

45-403

I, DALE L. and MARION R. HARDER Owner(s)

of (agent for) the real estate described as follows, and hereafter referred to as "Grantor": Part of the Northeast Quarter (N.E. 1/4) of Section Thirty-four (34), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Sarpy 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:

The South Seven feet (7') of the West One Thousand feet (1,000') of the East One Thousand Thirty-three feet (1,033') of the Northeast Quarter (N.E. 1/4), of Section Thirty-four (34), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Sarpy County, Nebraska.

FILED FOR RECORD 7-24-72 AT 8:00 P.M. IN BOOK 45 OF Misc Lead PAGE 403 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY NEB. 325

CONDITIONS:

(A) Where Grantee's facilities are constructed they shall have the right to install, operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cable, fixtures, guys and anchors within a strip of land feet in width, 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, 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 June, 1972.

ATTEST:

Dale L. Harder

ATTEST:

Marion R. Harder

Grantors

STATE OF COUNTY OF ss

STATE OF Nebraska COUNTY OF Sarpy ss

On this day of 1972, before me the undersigned, a Notary Public in and for said County and State, personally appeared

On this 19th day of June, 1972, before me the undersigned, a Notary Public in and for said County, personally came Dale L. Harder, President of

Marion R. Harder, (a corporation),

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.

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 thereon affixed by its authority.

Witness my hand and Notarial Seal the date above written.

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

Notary Public

Phyllis G. Hansen Notary Public

My Commission expires

My Commission expires May 17, 1976

PHYLLIS G. HANSEN GENERAL NOTIARY State of Nebraska My Commission Expires May 17, 1976