

EASEMENT

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

The North Two Hundred Eighty-two feet (282') of the South Five Hundred Sixty-four feet (564') of that part of the East One-half of the Southwest Quarter (E 1/2 SW 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, described in that certain Warranty Deed dated May 1, 1972, and recorded in Deed Book 1454 at Page 33 . . . (CONTINUED BELOW) 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:

(CONTINUED FROM ABOVE) . . . of the Register of Deeds office of Douglas County, Nebraska.

Drawing on reverse side of this document shows easement area.

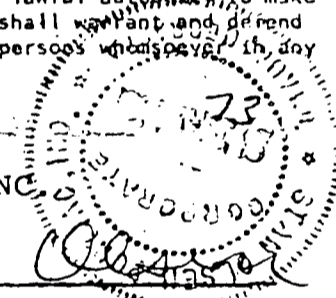
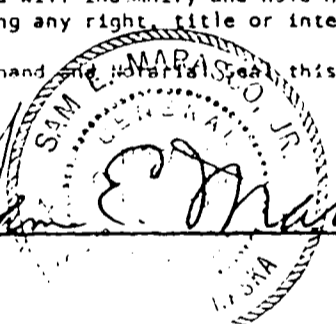
CONDITIONS:

- (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 whosoever 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: [Signature of Notary Public]

STAN OLSEN PONTIAC, INC. By [Signature of 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

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

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.

Stanley Olsen, President of Stan Olsen Pontiac, 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.

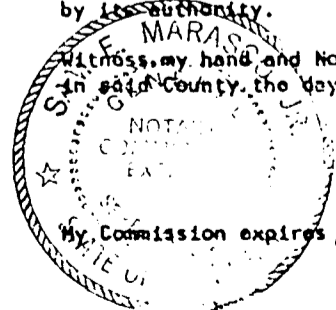
Witness my hand and Notarial Seal the date above written.

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

Notary Public

[Signature of Notary Public] Notary Public

My Commission expires



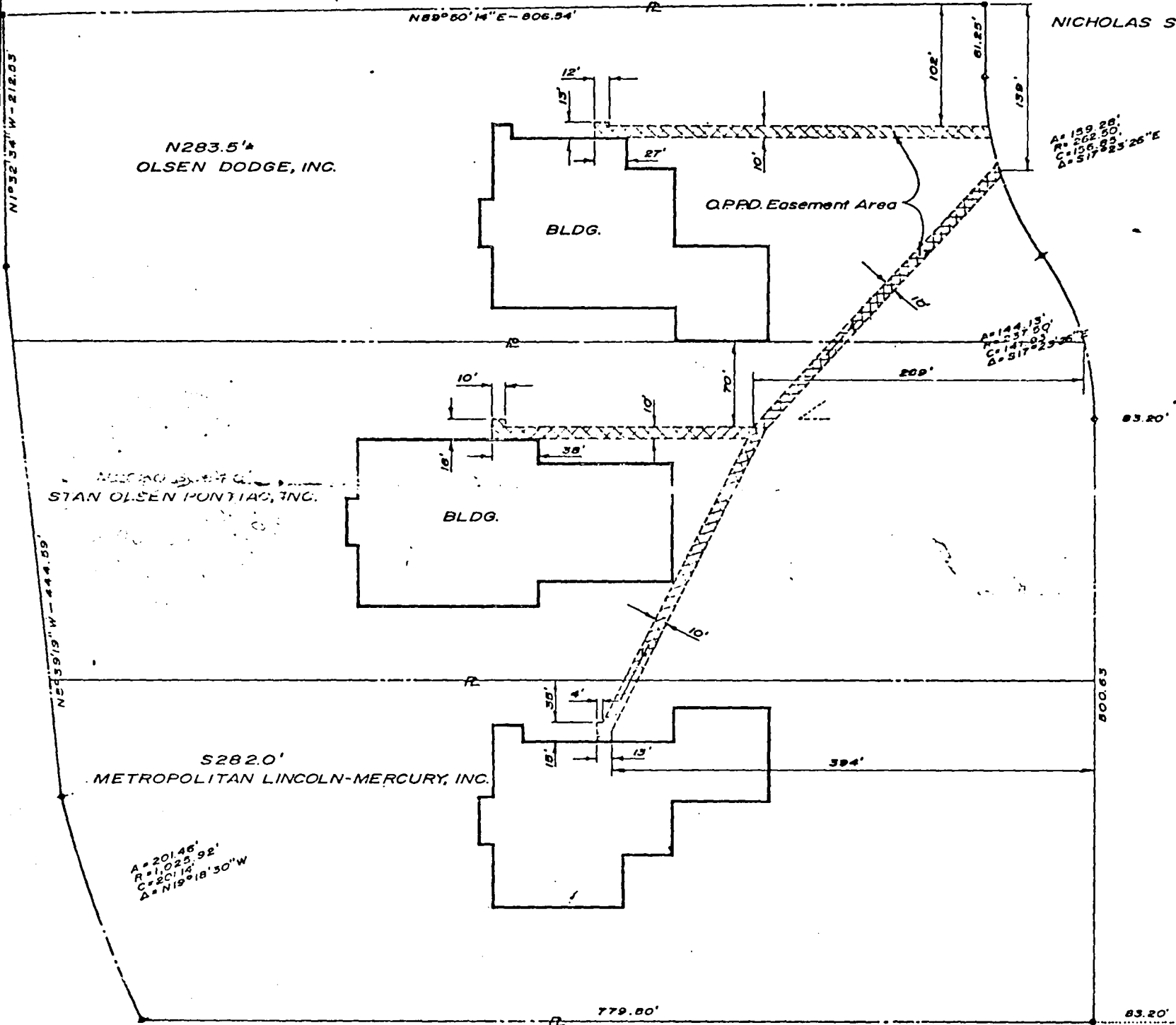
My Commission expires Sept 21, 1976

APPROVED: Dist. Engr. Date C & S Engr. Date

Section 16 Township 15 Range 14 Salesman Mattson Engineer Street Address



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



By _____ Deputy
 MAIL Omaha Public Power Dist.
 1623 Harney 68102
 N 16-15-12 G.P.M.P.G.
 Compared _____ Fee \$25

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 Music
 Page 263
 O. Harold Oster
 Register of Deeds
 Attn J. Wozny

RECEIVED
 APR 17 PM 4 00
 Music
 27

16-15-12