

I, H-N-H COMPANY Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Seventeen (17) and the South Ninety-five feet (95') of Lot Sixteen (16), together with the West Sixty-seven feet (67') of Lot Fifteen (15) adjacent to Lot 17 and the South Ninety-five feet (95') of Lot 16, Old Mill Plaza, a subdivision in Douglas County, Nebraska.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the WESTERN BELL TELEPHONE COMPANY, a corporation, its successors and assigns, collectively referred to as "Grantees", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

12/17/77

The East Fifteen feet (15') of the South One Hundred Fifty feet (150') of the above described property.

Subscribed and sworn to before me this 8th day of August 1977

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CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities 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) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 8TH day of AUG, 1977

H-N-H COMPANY
By Victor B. Tolson

STATE OF _____
COUNTY OF _____
On this 8 day of August, 191977,
before me the undersigned, a Notary Public in and for said
County, personally came Victor B. Tolson
President of H-N-H Company
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 his voluntary act and deed
for the purpose therein expressed.

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) 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.

LOIS A WILLIS
GENERAL NOTARY PUBLIC
State of Nebraska
My Commission Expires
Dec. 4, 1977
Lois A. Willis
NOTARY PUBLIC

My Commission expires: Dec. 4, 1977

My Commission expires: _____

Transmission Engineer AH Date 8/15/77 Contract and Specifications Engineer RWP Date 8/10/77

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____

Section 20 Township 15 North, Range 12 East
111 Office Bldg.
111 So. 108th Ave.

Saleman Horstman Jones Est. 30404 M.O. # 6834