

INSTRUMENT

I, **ANTILLES CORPORATION**

of (the) **THE STATE OF NEBRASKA**, do hereby certify that the following is a true and correct copy of the original instrument recorded in my office:

Part of the Southeast Quarter (SE^{1/4}) of Section Twenty-seven (27), 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, to hereby grant to the **OMMA PUBLIC POWER DISTRICT**, its successors and assigns, and the **NORTHWESTERN BELL TELEPHONE COMPANY**, its successors and assigns, collectively referred to as "Grantees", a permanent easement, with rights of ingress and egress thereon, 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.

FILED FOR RECORD 6-30-72 AT 8:40 P. M. IN BOOK 45 OF Misc Recd
PAGE 358 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY NEB. 6-25

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 as indicated 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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 8th day of May, 1972.

ATTEST:

Thomas J. Guilford Secretary
Grantors

ANTILLES CORPORATION
J. R. Swenson President

STATE OF _____)
COUNTY OF _____) ss

STATE OF Nebraska)
COUNTY OF Douglas) ss

On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

On this 8th day of May, 1972, before me the undersigned, a Notary Public in and for said County, personally came J. R. Swenson, President of _____

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.

Antilles Corporation (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 _____ in said County the day and year last above written.

Notary Public
By Commission expires _____

Mary J. Selimetz Notary Public
By Commission expires 8-13-73

Rec # 018170 ✓

