

EASEMENT

1. We, Paden Construction Incorporated, a Nebraska corporation (agent for the real estate described as follows, and hereafter referred to as "Grantor": Lots One (1) thru Twelve (12), inclusive; Lot Nineteen (19) and Lots Twenty-two (22) thru Forty-four (44), inclusive, of Grandview Heights Addition, an addition to Dodge County, Nebraska, as surveyed, platted and recorded.

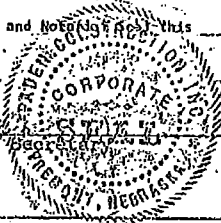
in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the OHAWIA PUBLIC POWER DISTRICT, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, its successors and assigns, collectively referred to as "Grantees", a permanent easement, with rights of ingress and egress 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: A strip of land Eight foot (8') wide lying parallel to and adjacent to the side lot lines of Lots One (1) thru Twelve (12), inclusive; Lot Nineteen (19) and Lots Twenty-two (22) thru Forty-four (44), inclusive, of Grandview Heights Addition, an addition to Dodge County, Nebraska, as surveyed, platted and recorded.

CONDITIONS:

- (A) Where Grantor's facilities are constructed they shall have the right to install, operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors within a strip of land as indicated above 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 foot (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 14th day of October, 1971.

ATTEST: [Signature]
ATTEST: [Signature]



PADEN CONSTRUCTION INCORPORATED
Bernard L. Paden
President

STATE OF [blank]
COUNTY OF [blank] ss

STATE OF Nebraska
COUNTY OF Dodge } ss

On this [blank] day of [blank], 1971, before me the undersigned, a Notary Public in and for said County and State, personally appeared [blank]

On this 14 day of October, 1971, before me the undersigned, a Notary Public in and for said County, personally came Bernard L. Paden, President of Paden Construction Incorporated, (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.

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 [blank] 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 thereto affixed by its authority.

Witness my hand and Notarial Seal the date above written.

Witness my hand and Notarial Seal at [blank] in and for said County, this [blank] day and year last above written.

Notary Public
My Commission expires [blank]

[Signature]
Notary Public

FILED FOR RECORD ON THIS 14th DAY OF Oct. A.D. 1971 BY [Signature] AND RECORDED IN [blank] BOOK 6 PAGE 411 SER 325

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