

1. EDWARD E. WILCZEWSKI - HAWKINS INVESTMENT COMPANY, INC.,
LIMITED PARTNERSHIP NO. 1 JOINT VENTURE Owner(s)

of (grant for) the real estate described as follows, and hereafter referred to as "Grantor":
Lots Twenty-five (25) thru Twenty-eight (28), inclusive; Lots Forty (40) thru Seventy-three (73), inclusive, Lots One Hundred Sixty-nine (169) thru One Hundred Seventy-seven (177), inclusive, Lots One Hundred Eight-four (184) thru One Hundred Eighty-nine (189), inclusive, and Lots One Hundred Ninety-one (191) and One Hundred Ninety-two (192), The Knolls, 2nd Addition, an addition to Douglas 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 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 Last Ten feet (10') of Lots Twenty-five (25) thru Twenty-eight (28), inclusive; the North Ten feet (10') of Lots Forty (40) thru Seventy-three (73); the West five feet (5') of Lot Seventy-three (73); the Southerly Ten feet (10') of Lots One Hundred Sixty-nine (169) thru One Hundred Seventy-four (174); the Westerly Ten feet (10') of Lots One Hundred Seventy-five (175) and One Hundred Seventy-six (176); the Northwesterly Ten feet (10') of Lot One Hundred Seventy-six (176); the North Ten feet (10') of Lot One Hundred Seventy-seven (177); the Southeasterly Ten feet (10') of the Southwesterly Ninety and Eight-one Hundredths feet (90.81') of Lot One Hundred Eight-four (184); (CONTINUED ON REVERSE SIDE)

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 whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 9th day of July, 19 73.
EDWARD E. WILCZEWSKI - HAWKINS INVESTMENT COMPANY, INC., LIMITED PARTNERSHIP NO. 1 JOINT VENTURE

ATTEST: _____
General Partner

ATTEST: _____
Grantor General Partner

STATE OF NEBRASKA
COUNTY OF DOUGLAS

STATE OF
COUNTY OF

On this 9th day of July, 19 73, before me the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT A. BLOECHLE & EDWARD E. WILCZEWSKI General Partners of EDWARD E. WILCZEWSKI - HAWKINS INVESTMENT COMPANY, INC., LIMITED PARTNERSHIP NO. 1 JOINT VENTURE 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 their voluntary act and deed for the purpose therein expressed, and the voluntary act and deed of said partnership.

On this _____ day of _____, 19 _____, before me the undersigned, a Notary Public in and for said County, personally came _____, (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 his authority.

Witness my hand and Notarial Seal the date above
DIANNE ERICKSEN
Notary Public
July 14, 1976

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

7/12/73
7/27/73

Section 5 Township 15 Range 12 Soleman Meyer Eng. & Plumber
Address 118th & Sahler Sts.

(CONTINUED) FROM FRONT SIDE) . . . the southerly ten feet (10') of lot One Hundred Eight-Five (185); the West Ten feet (10') of Lots One Hundred Eight-six (186) and One Hundred Eight-seven (187), the Northwesterly ten feet (10') of Lots One Hundred Eight-seven (187) and One Hundred Eighty-eight (188); the East Five feet (5') of the South One Hundred Forty-seven and the Northwesterly ten feet (10') of Lot One Hundred Eighty-nine (189) together with a strip of land ten feet (10') in width, being five feet (5') on each side of and parallel to such facilities as may be constructed by said Grantees on Lots One Hundred Ninety-one (191) and One Hundred Ninety-two (192); all in The Knolls, 2nd Addition, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

POOR INSTRUMENT FILED

81-767 + 19.75
J. L. W. [Signature]
Deputy

BY [Signature]
Register of Deeds
524
705
[Signature]

STATE OF NEBRASKA
Douglas County
Instrumental Index and Filed
of the Register of
and recorded in

C. H. QUASTLER
REG. OF DEEDS
DOUGLAS COUNTY, NEBR.

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