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OPPD Form No. 9-71-1 Rev. 5-72-1

Distribution

BOOK 513 PAGE 698

EASEMENT

Owner(s) PACESSETTER HOMES, INC.

of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" Lots One (1), Nine (9) thru Eleven (11), Thirteen (13) thru Twenty-six (26), inclusive; One Hundred Ninety-two (192) thru One Hundred Ninety-six (196), inclusive, Millard Highlands 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 East Five feet (5') of the West Ten feet (10') of Lots One (1); Nine (9) thru Eleven (11), inclusive; Lots Thirteen (13) thru Twenty-six (26) inclusive and the South Ten feet (10') of the North Fifteen feet (15') of Lots One Hundred Ninety-two (192) thru One Hundred Ninety-six (196), inclusive, all in Millard Highlands Addition, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

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 28 day of August, 1972.

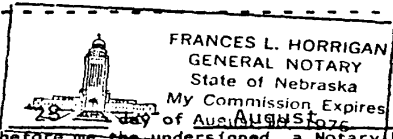
ATTEST: PACESSETTER HOMES, INC.

Handwritten signatures of representatives from PACESSETTER HOMES, INC. and the Notary Public.

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
COUNTY OF
On this day of August, 1972, before me the undersigned, a Notary Public in and for said County, personally came



Ralph J. Heavrin, President of PACESSETTER HOMES, INC.

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.

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

Handwritten signature of Notary Public

My Commission expires

My Commission expires 8-10-76

APPROVED: 39 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 5 DAY OF September 12, 1972 C. HAROLD OSTLER, REGISTER OF DEEDS