

affects Lot B

45-438

Distribution

EASEMENT

I, Sapp Bros Inc. Owner(s)  
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"  
Part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Twenty-six  
(26), 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, 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:

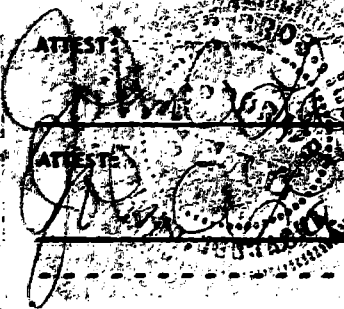
Drawing on reverse side of this document shows easement area

FILED FOR RECORD 8-15-72 AT 8:00 A.M. IN BOOK 45 OF Miss Bees  
PAGE 438 Carl L. Hibbel REGISTER OF DEEDS, SARPY COUNTY NEB. 625

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 25 day of July, 19 72.

ATTEST  
  
[Signature]  
ATTEST  
[Signature]  
Grantors

W.D. Sapp  
La. Sapp  
Grantors

STATE OF  
COUNTY OF  
On this 25 day of July,  
19 72, 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)  
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.

Witness my hand and Notarial Seal the date above  
written.

Notary Public

My Commission expires

STATE OF Nebr.  
COUNTY OF Sarpy  
On this 25 day of July,  
19 72, before me the undersigned, a Notary Public  
in and for said County, personally came

W.D. Sapp, President of  
Sapp Bros Inc., (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 at Omaha (Rural),  
in said County the 25th day of July, 19 72, before me the undersigned, a Notary Public  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
May 20, 1978  
My Commission expires 5/20/78