

79-573
81-768 +

I, Sanitary and Improvement District No. 229 Owner(s)
We, of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" Lot One Hundred Ninety-two, The Knolls, 1st Addition and Lots Thirty-one (31) thru Thirty-nine (39), inclusive, The Knolls, 2nd Addition, all in 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 South Twenty-five feet (25') of the West One Hundred Ten feet (110') of Lot One Hundred Ninety-two (192), The Knolls 1st Addition; the South Twenty-five feet (25') of Lots Thirty-one (31) thru Thirty-nine (39), The Knolls 2nd Addition, all in 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.

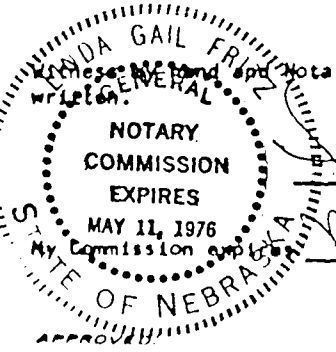
WITNESS my hand and Notarial Seal this 25th day of October, 19 73.

ATTEST: 29 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, ON 23 DAY OF November 19 73 AT 11:31 A.M. G. HAROLD OSTLER, REGISTER OF DEEDS 5.50

ATTEST: Thomas M. Keating
Thomas M. Keating, Chairman
Gerald Keating
Gerald Keating, Clerk

STATE OF Nebraska
COUNTY OF Douglas
On this 25 day of October, 19 73, before me the undersigned, a Notary Public in and for said County and State, personally appeared Thomas M. Keating, Chairman of SID No. 229 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 his voluntary act and deed for the purpose therein expressed.

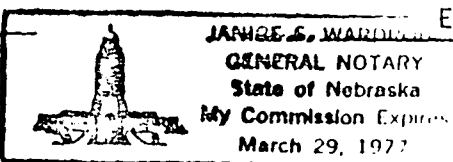
STATE OF Nebraska
COUNTY OF Douglas
On this 25 day of October, 19 73, before me the undersigned, a Notary Public in and for said County, personally came Gerald Keating, Clerk, XXXXXX of SID No. 229, XXXXXXXXXX to me personally known to be the XXXXXX and the identical person whose name is affixed to the 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.



Linda Gail Frizell
Notary Public
May 11, 1976

Witness my hand and Notarial Seal at _____ in said County the day and year last above written.
Linda Gail Frizell
Notary Public
My Commission expires March 29, 1977

Section 5 Township 15 Range 12 Salesman Meyers Engineer Plummer
Est. 1146719



W.C. # 8502