

81-1807

BOOK 529 PAGE 58

EASEMENT

I, We, Dial Development Corp. Owner(s) of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"

Autumn Heights, an addition to Douglas County, Nebraska as surveyed, platted and recorded, being located in the West 1/2 of the S.W. 1/4 of Sec. 12, T-15-N, R-11-E of the 6th PM, Douglas 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:

Along the East 12 ft. of Lots 284, 285 and 286 and along the West 12 ft. of Lots 14 through 22; the West 12 ft. of Lots 89 through 114 and the West 12 ft. of Lot 230, all in Autumn Heights Addition as described above.

12 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 12 50
5 DAY OF November 73 AT 10:59 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS

- (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 19th day of September, 1973.

ATTEST: [Signature]

DIAL DEVELOPMENT CORP. [Signature]

ATTEST: Grantors

STATE OF COUNTY OF

STATE OF NEBRASKA COUNTY OF Douglas

On this day of 19, before me the undersigned, a Notary Public in and for said County and State, personally appeared

On this 19 day of September, 1973, before me the undersigned, a Notary Public in and for said County, personally came

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.

Ewel J. Karnos & Co., President of Dial Development Corp (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 Corporation of said corporation was thereto affixed by

Witness my hand and Notarial Seal the date above written.

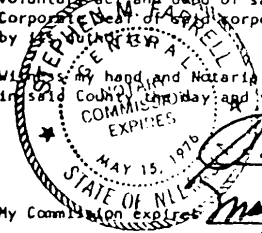
Witness my hand and Notarial Seal in said County, this day and year last above written.

Notary Public

[Signature] Notary Public

My Commission expires

My Commission expires May 15, 1973



APPROVED Dial Engr Date 10/16/73 B S Engr Date 11-2-73

Section 12 Township 15 Range 11 Surveyor S. K. S. E. P. L. K. I. S. Address 144 7th Blvd

EST # 47508 WO # 9490