

POOR COPY FILED

81-735 T

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

Lot Two Hundred Thirty (230) thru Two Hundred Forty-six (246) inclusive of Autumn Heights Addition, an addition as surveyed, plotted, and recorded in Douglas County, Nebraska.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, 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 thereon, 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:

In the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Twelve (12), Township Fifteen (15) North, Range Eleven (11) East in Douglas County. The South Ten feet (10') of the North Fifteen feet (15') of Lots Two Hundred Thirty (230) thru Two Hundred Forty-six (246) inclusive, Autumn Heights Addition, Douglas County, Nebraska.

25 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
23 DAY OF Sept 19 74 AT 10:37 A.M. 725  
C. HAROLD OSILER, REGISTER OF DEEDS

- (A) Where Grantee's facilities are constructed they shall have the right to open, 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 or 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 Grantor, 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 Grantee will assume liability for all damages to the above described property caused by Grantee's 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 whatsoever in any way assert no any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 19<sup>th</sup> day of August 1974

ATTEST:

DIAL DEVELOPMENT CORP.

ATTEST: [Signature] Grantors [Signature]

STATE OF Nebraska  
COUNTY OF Douglas  
On this 19<sup>th</sup> day of August 1974, before me the undersigned, a Notary Public in and for said County and State, personally appeared Evel J. Karnel, Jr., President of

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. [Signature] in said County the day and year 1974 at Omaha

Notary Public [Signature] By Commission expires July 15, 1975

APPROVED: [Signature] Section 12 Township 15 Range 11 Sydney Englund Planner  
114th & Blondo St. Est. 47729

Recorded in Misc. Book No.        of Page No.        on the        day of        19        
W.O. # 3239