

EASEMENT

W bet.

I, **DENNIS L. KARLOFF AND JOAN KARLOFF, husband and wife**, Owner(s)
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor":

The South Two Hundred feet (200') of the North Two Hundred Thirty-three feet (233')
of the West One Hundred Eight feet (180') of the East Nine Hundred Thirty feet (930')
of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), 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:

The East Eight feet (8') of the South Two Hundred feet (200') of the North Two
Hundred Thirty-three feet (233') of the West One Hundred Eighty feet (180') of the
East Nine Hundred Thirty feet (930') of the Northwest Quarter (NW $\frac{1}{4}$) of Section
Fourteen (14), Township Fourteen (14) North, Range Eleven (11), East of the 6th
P.M., Sarpy County, Nebraska.

FILED FOR RECORD 1:13-12 AT 1:00 AM IN BOOK 45 OF Map Sec. 325
PAGE 313 Carl & Hildebrand REGISTER OF DEEDS, SARPY COUNTY NEB.

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/heir 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 30th day of June, 19 72.

ATTEST:

D. L. Karloff

ATTEST:

TL17

----- Grantors -----
Joan Karloff

STATE OF

STATE OF

COUNTY OF

COUNTY OF

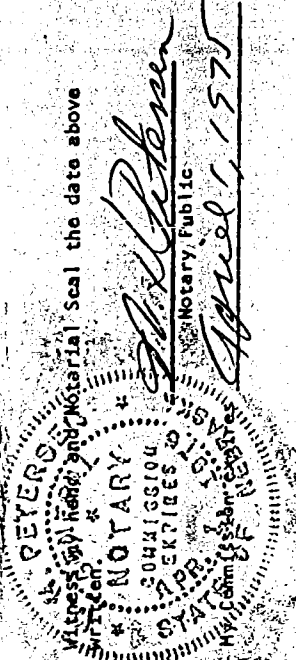
On this 30th day of June,
19 72, before me the undersigned, a Notary Public
in and for said County and State, personally appeared

Dennis L. Karloff

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

_____, President of _____,
(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.

Joan Karloff
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 their
their voluntary act and deed for the purpose therein
expressed.



Witness my hand and Notarial Seal the date above
written.

Witness my hand and Notarial Seal at
in said County the day and year last above written.

My Commission expires _____
Notary Public

Notary Public

APPROVED _____ Date _____
Dist. Eng. _____ Date _____
C. M. S. Eng. _____ Date _____

Section 14 Township 14 Range 11 Saleman _____ Engineer _____
Address _____

Sheet 018513