

EASEMENT

48-19

Distribution

I, C. Q. Inc Owner(s)
of (agent for) the real estate described as follows, and hereinafter referred to as "Grantor":
370 Square

Lots one (1) through Twenty-three (23) inclusive, being a platting of that part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-two (32) Township Fourteen (14) North, Range Thirteen (13) East of the 6th P.M., Sarpy County, Nebraska, lying south of Highway #370 Right-of-Way, and west of 36th Street Right-of-Way, together with part of Tax Lot 17B2 in the Northwest Quarter (NW $\frac{1}{4}$) of said 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 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:

See reverse side of document for easement area.

FILED FOR RECORD 1-16-75 AT 8:00 A.M. IN BOOK 48 OF Miss Recd.
PAGE 17 Carl L. Hibel REGISTER OF DEEDS, SARPY COUNTY, NEB 12⁰⁰

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 over-head 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 10 day of Jan, 1975.

ATTEST:

Chas Dan

C. Q. Inc

ATTEST:

Courtney Quinn, Pres

Grantors

STATE OF Nebraska
COUNTY OF Douglas

STATE OF X
COUNTY OF

On this 10 day of January, 1975 before me the undersigned, a Notary Public in and for said County and State, personally appeared

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

Courtney C. Quinn

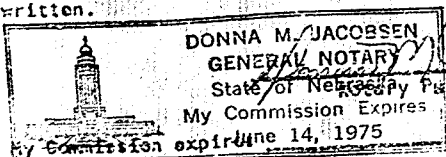
_____, President of _____

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 his voluntary act and deed for the purpose therein expressed.

_____, (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 the date above written.

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



Notary Public
My Commission expires _____

APPROVED: _____
Dist. Engr. _____ Date _____
C & S Engr. _____ Date _____

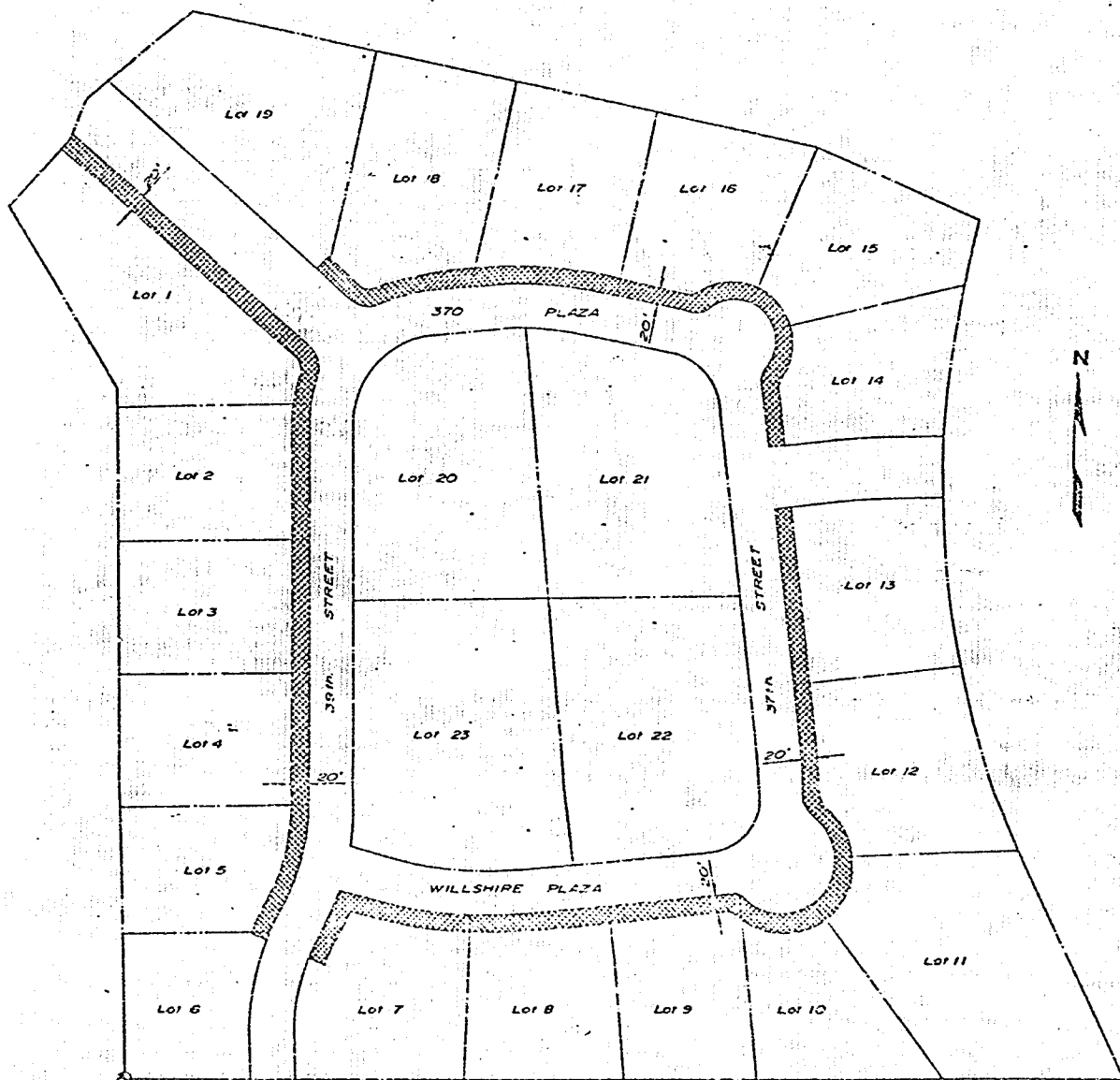
Section 32 Township 14 Range 13 Svaxcina D'Louhy
Address 370 Square Est. #24961 WO 4035 Pt. 2

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.

48-19-17

48-19A

Southeast Quarter (SE $\frac{1}{4}$) lying south of Highway #370 Right-of-Way.



SW $\frac{1}{4}$ COR. T. 14N. R. 10E
Sec. 33, T. 14N. R. 10E
Sopry County, Neb. 68580

 Easement Area