

I, O-W BUILDING, INC. Owner(s)

of (agent for) the real estate described as follows, and hereafter referred to as "Grantor":
That part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 24, Township 15 North, Range 12, East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, more particularly described as follows: Beginning at a point 33 feet North and 980.4 feet East of the Southwest corner of said Section 24, said point being the intersection of the North line of Pacific Street and the West line of (CONTINUED BELOW)

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:

(CONTINUED FROM ABOVE) . . . 69th Street (said West line of 69th Street being the West line of the 10-foot strip dedicated by Overland-Wolf, Inc., for the widening of 69th Street); thence North 412 feet; thence West 317.6 feet; thence South 201.5 feet; thence East 127.6 feet; thence South 210.5 feet to the North line of Pacific Street; thence East along the North line of Pacific Street, 190 feet to the point of beginning.

DRAWING ON REVERSE SIDE OF THIS DOCUMENT SHOWS EASEMENT AREA.

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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 21st day of July 19 72

ATTEST:

O-W BUILDING, INC.

Howard M. Kooper
Notary Seal: HOWARD M. KOOPER, Notary Public, State of Nebraska, Commission Expires 4/27/75

ATTEST:

Grantors

STATE OF

STATE OF

COUNTY OF

COUNTY OF

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

On this 21st day of July, 19 72, before me the undersigned, a Notary Public in and for said County, personally came _____

Howard M. Kooper Exec Vice-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.

O-W Building, Inc. (a corporation), to me personally known to be 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.

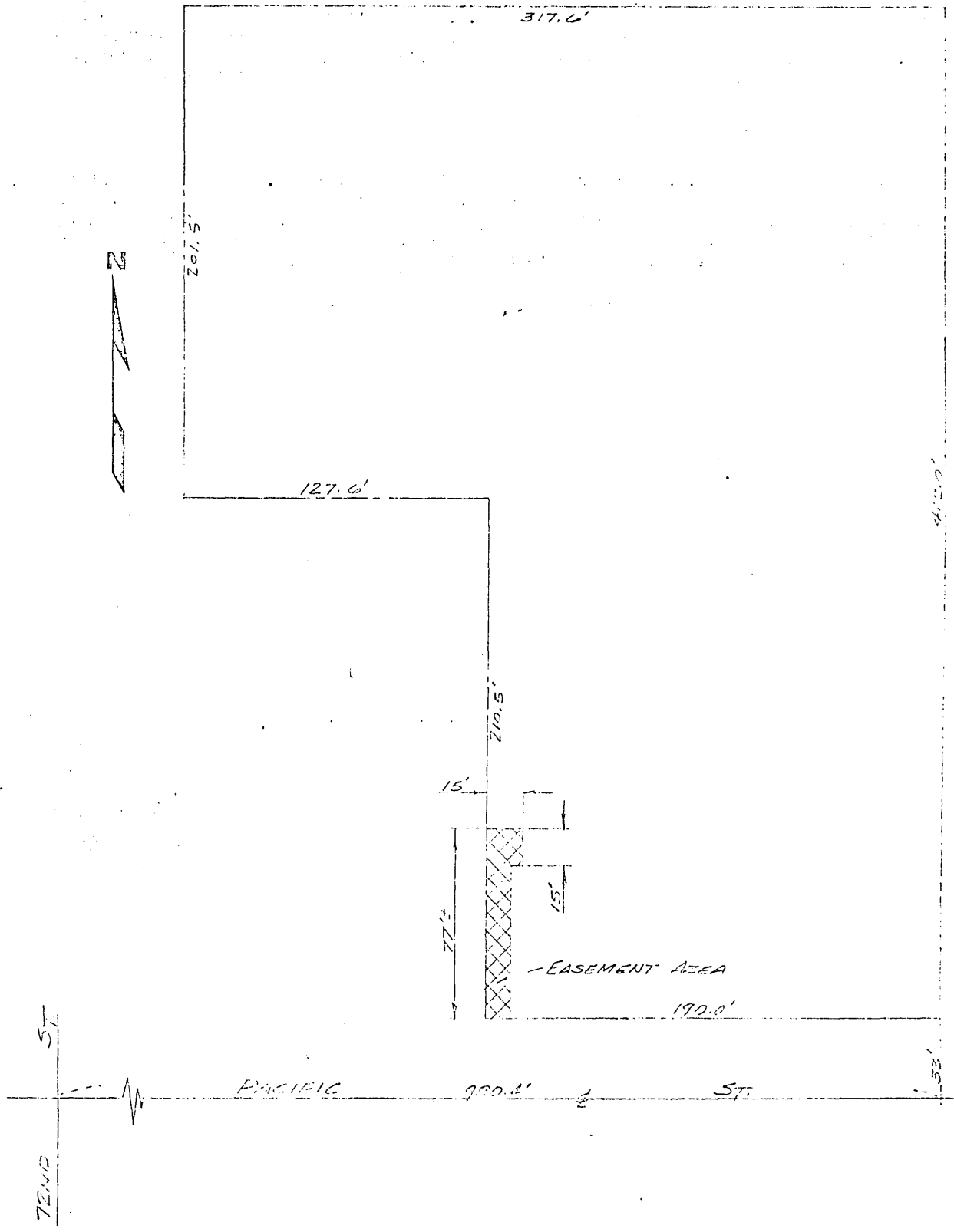
Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.

Notary Public

Notary Seal: HOWARD M. KOOPER, Notary Public, State of Nebraska, Commission Expires 4/27/75

My Commission expires _____

My Commission expires April 27, 1975



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 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 28 DAY OF July 1977 AT 10:58 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS
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