

53A / 30 / 31

Overland-Wolf, Inc., A Nebraska Corporation Owner(s) of (agent for) the real estate described as follows, and hereafter referred to as "Grantor":

Lots #5 & #6, and the West 2 feet of Lot #4, Block 10, McCormicks Addition. An addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded.

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the OHAMA 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 South 12 feet of that certain real estate described, as Lots 5 and 6 and the West 2 feet of Lot 4, Block 10, McCormick's Addition to the City of Omaha. Also, a strip of land 24 feet in width being 12 feet on either side of a line commencing on the South property line of said tract, 82 feet East of the Southwest corner thereof, thence Northeasterly to a point 60 feet North and 93 feet West of the Southeast corner of said tract, all as shown on Exhibit "A" on the reverse side hereof.

CONDITIONS:

(A) Where Grantee's facilities are constructed they shall have the right to install, operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cable, fixtures, guys and anchors within a strip of land 24 feet in width, 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, 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 whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 17th day of September, 1971.

ATTEST:

ATTEST:

[Signature of Notary Public]

Overland-Wolf, Inc.

By: Grantors

[Signature of Howard M. Kooper] Executive Vice President

STATE OF _____) ss COUNTY OF _____)

STATE OF Nebraska) ss 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 17th day of September, 1971, 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.

Howard M. Kooper, Exec. Vice President of Overland-Wolf, Inc. (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 Omaha, Neb. in said County the day and year above written.

Notary Public

Notary Public

My Commission expires _____

My Commission expires April 27 1975

EXHIBIT 'A'

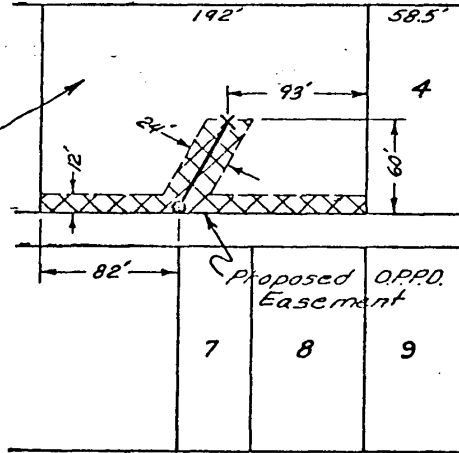


SCALE: 1" = 100'

FARNAM

ST.

Lots 5 & 6, & the west 2' of lot 4 - McCormicks Addition



PARK AVE.

HARNEY

ST.

PARK



19. 30 DAY OF *Sept.* 19. *71* AT *10:33 A.M.* C. HAROLD OSTLER, REGISTER OF DEEDS *6.75*

9/10/71