

I, Nu-Trend Mobile Homes, Inc. Owner(s) of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" That part of the NW 1/4 of the SE 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; more particularly described as follows: Beginning at a point 95.0 feet South and 371.2 feet West of the NE corner of the NW 1/4 of the SE 1/4 of said Section 1-14-12; thence South and parallel to the East line of said NW 1/4 of the SE 1/4 for 547.03 feet; thence West and parallel to the North line of the said Northwest Quarter (NW 1/4).....continued on reverse side

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 Twenty-four (24') feet of the North Four Hundred Sixty (460') feet of that part of the Northwest Quarter of the Southeast Quarter (SE 1/4) of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; more particularly described as follows: Beginning at a point 95.0 feet South and 371.2 feet West of the NE corner of the NW 1/4 of the SE 1/4 of said Section 1-14-12; thence South and parallel to the East line of said NW 1/4 of the SE 1/4 for 547.03 feet; thence West and parallel to the north line of the said Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) for a distance of 110.0 feet; thence North and parallel to the East line of the said NW 1/4 of the SE 1/4 for a distance of 513.98 feet to a point on the South line of "L" St.; thence North-easterly along the said South line of "L" St. for a distance...continued on reverse side

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/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 20th day of June, 1973.

NU-TREND MOBILE HOMES, INC.

ATTEST: John J. Buckley

[Signature]

ATTEST: W. D. Purchase

[Signature]

Grantors

STATE OF COUNTY OF On this 20 day of June 1973, before me the undersigned, a Notary Public in and for said County and State, personally appeared [Signature] 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.

STATE OF COUNTY OF On this 20 day of June 1973, before me the undersigned, a Notary Public in and for said County, personally appeared [Signature] to me personally known to be the President of Nu Trend Mobile Homes, Inc. and who 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.

WILLIAM S. LAWSON General Notary - State of Nebraska Notary Public My Commission Expires December 19, 1976

WILLIAM S. LAWSON General Notary - State of Nebraska Notary Public My Commission Expires December 19, 1976

APPROVED: [Signature] Date: 6/25/77 Section 1 Township 14 Range 12 Salesman Janicek Engineer Jones Address Est. 23146

POOR INSTRUMENT FILED

Legal Description continued..... of the SW¹ for a distance of 110.0 feet; thence North and parallel to the East line of the said NW¹ of the SW¹ for a distance of 513.93 feet to a point on the South line of "L" St.; thence Northeasterly along the said South line of "L" St. for a distance of 89.06 feet; thence East along the said South line of "L" St. a distance of 27.3 feet to the Point of beginning.

Easement Area description continued..... of 40.00 feet; thence East along the said South line of "L" St. a distance of 27.3 feet to the point of beginning.

15-1
W. H. H. H.

RECEIVED

JUN 27 AM 10 19

CLIFFORD E. POTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

STATE OF NEBRASKA }
County } ss: _____

I in numerical Index and filed
for the _____ the office of the Register of
Deeds in _____ County and recorded in

Book 523 of Deeds
Page 623

E. Harold Ottens

Register of Deeds

By _____
Dapny

Omaha Public Power
Still 1623 Harnes

1-14-12 C.P.M.P.G.

Fee *25*

DEPARTMENT OF REVENUE
MORTGAGE DIVISION
MORTGAGE RECORDS SECTION
MORTGAGE RECORDS SECTION
MORTGAGE RECORDS SECTION