

76 - 200
201
EASEMENT

Dist. 10-10-10

BOOK 527 PAGE 176

I, Oaks, Inc. Owner(s)
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor":
Lots Eighty-two (82) thru Eighty-five (85), of Oak Hills of Millard II, an addition
to 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
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: A strip of land Ten feet (10') in width, lying
adjacent to and parallel to the Westerly (rear) lot line of Lots Eighty-two (82) thru
Eighty-five (85), inclusive, together with a strip of land Ten feet (10') in width,
lying adjacent to and parallel to the North (side) lot line of Lot Eighty-five (85),
of Oak Hills of Millard II, an addition to Douglas County, Nebraska, as surveyed,
platted and recorded.

11 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 4.00
96 DAY OF Sept. 1973 AT 9:52 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

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 indi-
cated above, together with the right to trim or remove any trees along said line so as to provide a minimum clear-
ance 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
than 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/her 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 18th day of Sept. 1973

ATTEST:

ATTEST:

Grantors

STATE OF

COUNTY OF

On this 18th day of Sept. 1973, before me the undersigned, a Notary Public
in and for said County and State, personally appeared

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.

Witness my hand and Notarial Seal the date above
written.

Notary Public

My Commission Expires

STATE OF

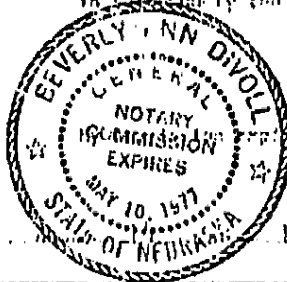
COUNTY OF

On this 18th day of Sept. 1973, before me the undersigned, a Notary Public
in and for said County, personally came

Harold E. Ostler, President of
Oaks, 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 at Omaha,
Nebraska, this 18th day of Sept. 1973.

Notary Public



RECORDED B.D. 9/19/73
DATE FILED 9/24/73
G.S. 100-100

Section 12, Nebraska, Eastern Time, Phoenix