

I, We, Austin C. Quinn and Veronica E. Quinn, husband and wife, Owner(s)
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"

The South One-half of the Southeast Quarter of the Northeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-three (23), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

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 West Ten feet (10') of the East One Hundred Ten feet (110') of the ~~South One-half of the Southeast Quarter of the Northeast Quarter~~ (S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-three (23), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

Should the Grantor develop the above described premises, the District hereby agrees to lower its facilities, if necessary, on existing easement area, one time, at no cost or expense to Grantor, or successor.

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, ~~and other appurtenances~~ within a strip of land as indicated above, ~~and the Grantor shall not be liable for any damage to the same~~.
- (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 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 26 day of November, 1973

Austin C. Quinn
ATTEST: Austin C. Quinn

Veronica E. Quinn
Veronica E. Quinn

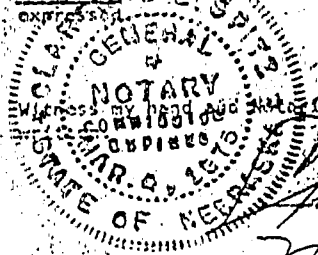
Grantors

STATE OF NEBRASKA
COUNTY OF Douglas
On this 26 day of November, 1973, before me the undersigned, a Notary Public in and for said County and State, personally appeared Austin C. Quinn and Veronica E. Quinn, husband and wife,

STATE OF _____
COUNTY OF _____
On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County, personally came _____, President of _____, (a corporation),

personally to me known to be one identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his/their own act and deed for the purpose therein expressed.

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.


I hereby certify and Seal the date above
Clarence E. Spill
Notary Public
My Commission expires March 4, 1975

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

Notary Public
My Commission expires _____

APPROVED: Carl L. Hibbel Date 12-13-73 Section 23 Township 14 Range 12 Salesman _____ Engineer _____
C. & S. Eng. J Date 12-3-73 Address _____