11-14-11

OPPD Form No 9-71-1
Rev 5-72-1

BOOK 535 PAGE 237 Distribution 050

EASEMENT

I,
We, K.M. CORPORATION, a Nebraska corporation Owner(s)
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" The East One-half of the Southwest Quarter of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$) of Section Eleven (11), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, its successors and assigns, collectively referred to as "Grantee," a permanent easement, with rights of ingress and egress thereto, to install, operate, maintain, repair, replace and renew its electric and telephone facilities over, upon, along and under the following described real estate, to wit: The North Seventeen feet (17') of the South Fifty feet (50') of the East One-half of the Southwest Quarter of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$) of Section Eleven (11), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

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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 8th day of April, 19 74.

ATTEST: [signature]

K.M. CORPORATION, a Nebraska corporation
[signature]

ATTEST:

Grantors

STATE OF

COUNTY OF

On this _____ day of _____, 19 ____, 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 8th day of April, 19 74, before me the undersigned, a Notary Public in and for said County, personally came H. J. Miller, President of H. J. Miller Construction (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, in said County the day and year last above written.

[illegible] NOTARY
State of Nebraska
My Commission Expires
March 30, 1976

[signature]
Notary Public

My Commission expires March 30, 1976

APPROVED: Distr Engr [initials] Date 4/15/74 Section 11 Township 14 Range 11 Salesman _____ Engr Plummer
C & S Engr [initials] Date 4/17/74 Address _____

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 3.25
23 DAY OF April 1974 AT 12:50 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS