

EASEMENT

I, MIDWEST FRANCHISE CORP. Owner(s)  
We, \_\_\_\_\_

of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"  
That part of Lot 201, Nob Hill Replat, an addition to Sarpy County, Nebraska, as surveyed,  
platted and recorded, more particularly described and bounded as follows: Beginning at a  
point on the East line of said Lot, 274.2 feet north of the southeast corner, thence north  
along the east line for 270 feet, thence west 159.55 feet to a point on the west line of  
said lot, thence south along the west line for 270 feet, . . . (CONTINUED BELOW)

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:

(CONTINUED FROM ABOVE) . . . thence east 164.5 feet to the point of beginning.

The East twelve feet (12') of the above described real estate.

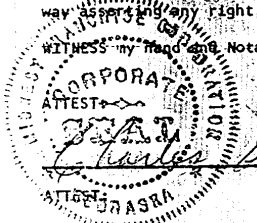
FILED FOR RECORD 11-30-72 AT 2:30 P.M. IN BOOK 45 OF Misc Recs. 325

CONDITIONS:

PAGE 665 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY NEB.

- (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 9<sup>th</sup> day of November, 19 72.



Charles G. Shada Jr.  
Secretary

R. J. Wakin  
PRESIDENT

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 \_\_\_\_\_

APPROVED:  
Dist. Engr. \_\_\_\_\_ Date \_\_\_\_\_  
C & S Engr. \_\_\_\_\_ Date \_\_\_\_\_

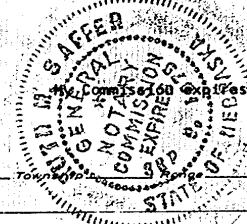
STATE OF Nebraska  
COUNTY OF Douglas

On this 9 day of November, 19 72, before me the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_

R. J. Wakin, President of Midwest Franchise Corp., (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.

L. M. Saffer  
Notary Public



Section \_\_\_\_\_ Town \_\_\_\_\_ Salesman \_\_\_\_\_ Engineer \_\_\_\_\_  
Address \_\_\_\_\_

Rec # 022565