

47-708

NWB
R/W PERMIT
No. 435

EASEMENT

Northwestern Bell Telephone Company, an Iowa corporation (agent for) the real estate described as follows, and hereafter referred to as "Grantor":

A tract of land located in the North half of the Northwest Quarter N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section Fourteen (14), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of Section fourteen (14), Township Fourteen (14) North, Range Eleven (11); thence easterly along the north section line of said section (on back)

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, 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:

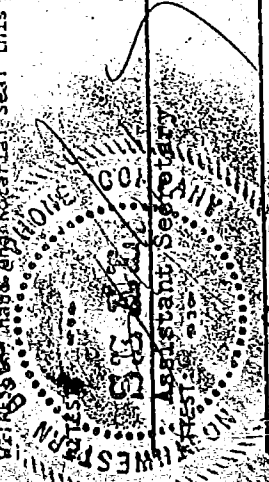
See reverse side of this document for easement area.

FILED FOR RECORD 11:25 AM Sept. 11, 1935, IN BOOK 47 OR Map Book 625
PAGE 108 Carl L. Hildebrand REGISTER OF DEEDS, SARPY COUNTY, NEB

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, guy, 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 understanding that the Grantee 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/heirs, executors, administrators, successors and assigns shall warrant and defend the same and shall 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 _____ day of _____, 1935



Carl L. Hildebrand
Vice President & Chief Executive Officer

STATE OF _____ COUNTY OF _____ Grantors

STATE OF _____ COUNTY OF _____

On this _____ day of _____, 1935, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

On this _____ day of _____, 1935, before me the undersigned, a Notary Public in and for said County, personally came _____, President of _____, (a corporation),

to me personally known to be the identical person(s) who signed the foregoing instrument as in and to the best of my knowledge and belief, and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

to me personally known to be the President and the Vice President and Chief Executive Officer of said corporation, and who acknowledged the execution thereof to be a 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 _____ in said County the day and year last above written.

Notary Public
My Commission expires _____

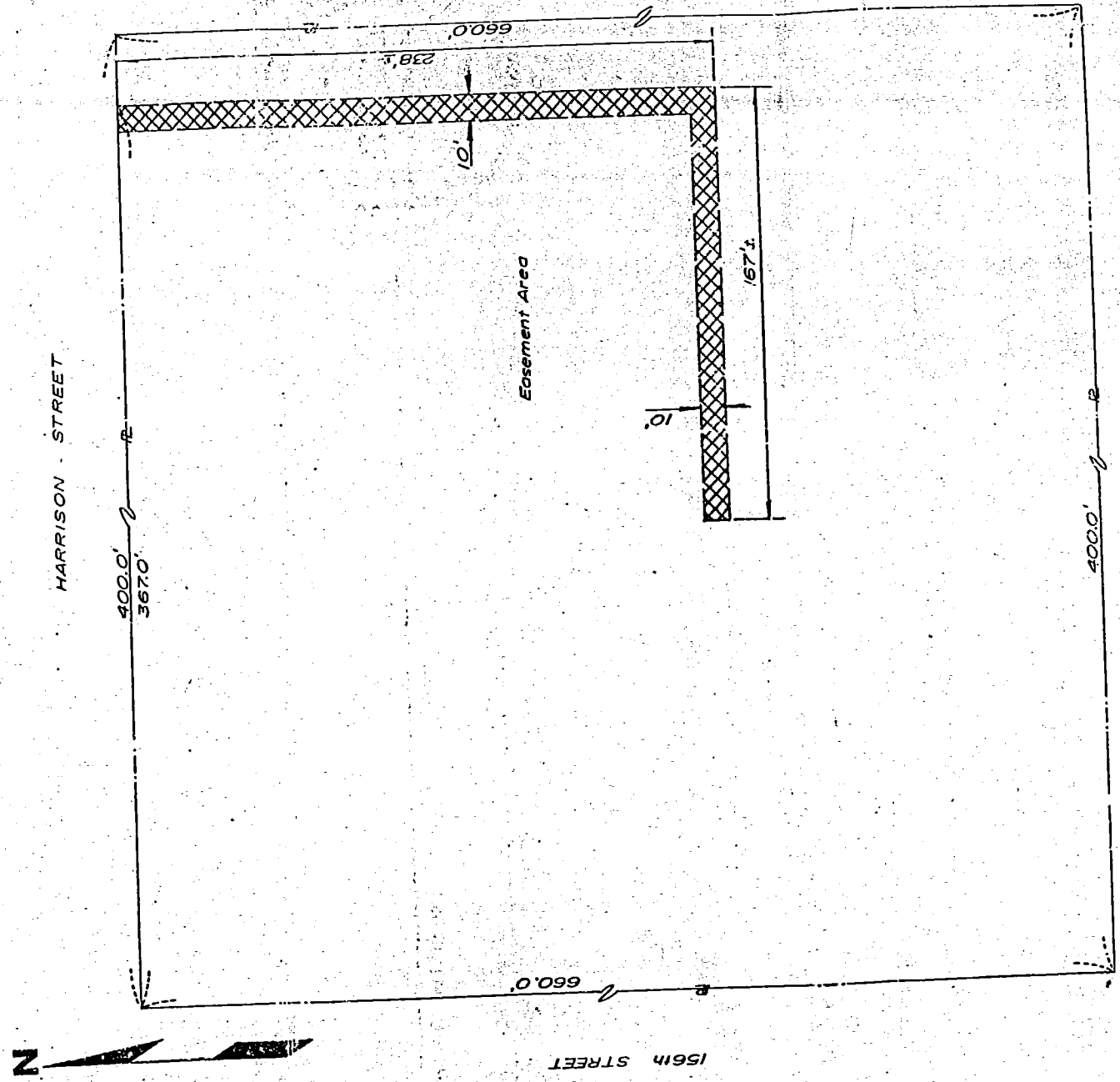
Notary Public
My Commission expires _____

APPROVED:
Carl L. Hildebrand
C. L. Hildebrand

Section 14 Township 14 Range 11 Salesman Estoy, Engineer, Plummer
Address 155th & Harrison St. Est. 23641

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 1935
Rec # 041285
W.C. # 3170

41-10817
 Fourteen (14), a distance of 400.00 feet; thence southerly along a line which is 406.00 feet east of and parallel to the west section line of said section Fourteen (14) a distance of 660.00 feet; thence westerly along a line which is 660.00 feet south of and parallel to the north section line of said section Fourteen (14), a distance of 400.00 feet; thence northerly along the west section line of Section Fourteen (14), a distance of 660.00 feet to the point of beginning.



NW Cor. Sec. 14
 T-14-N, R-11-E
 SARPY COUNTY, NEBRASKA