

OPPD Form No. 9-71-1

BOOK 521 PAGE 294

EASEMENT

14A
312

SEC. <u>2</u>	TWP. <u>15</u>	R. <u>15</u>
ADDRESS: _____		
ENGR. <u>R. Levi</u>	SLSMN. _____	

I, PHILLIP GERELICK Owner(s)
 of (agent for) the real estate described as follows, and hereafter referred to as "Grantor":

Lot One (1), Block Ninety-nine (99), together with the South One-half of vacated Browne Street adjacent on the North, except the East Seventeen feet (17') of said Lot One (1) and South One-half of vacated Browne Street, all in Benson, now a part of the City of Omaha, 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:

The West Ten feet (10') of the East Twenty-seven feet (27') of Lot One (1), Block Ninety-nine and the South One-half of vacated Browne Street adjacent on the North, all in Benson, now a part of Omaha, Douglas County, Nebraska as surveyed, platted and recorded.

*over hang only
 etc. (initials)*

CONDITIONS:

- (A) Where Grantee's facilities are constructed they shall have the right to install, operate, maintain, repair, replace and renew said facilities consisting of ~~wires, cables, fixtures, guys and anchors~~ as indicated ~~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, 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 6 day of April, 19 73

ATTEST:

PHILLIP GERELICK

Phillip Gerelick

ATTEST:

Ida V. Geseor

Grantors

STATE OF Nebraska)
 COUNTY OF Douglas) ss

STATE OF _____)
 COUNTY OF _____) ss

On this 6 day of April, 19 73, before me the undersigned, a Notary Public in and for said County and State, personally appeared

On this _____ day of _____, 19 _____, before me the undersigned, a Notary Public in and for said County, personally came _____

Phillip Gerelick and Ida V Geseor
Notary Public
 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 their voluntary act and deed for the purpose therein expressed.

_____, President of _____, (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 the date above written.

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

James E. Effert
 Notary Public

 Notary Public

My Commission expires March 4 1975

My Commission expires _____

33 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

17 DAY OF April, 19 73 AT 4:01 P

C. HAROLD OSTLER, REGISTER OF DEEDS

325

4/16/73