

49-677

EASEMENT

I, ~~XXXXXXXXXXXX~~ Darrell J. and Karen J. Simmons, husband and wife of (agent for) the real estate described as follows, and hereafter referred to as "Grantor":

Owner(s)

The West 530' of Lot 2 Block 18 of the West Albright Addition an addition to Douglas County, Nebraska as surveyed, platted and recorded.

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:

Within the North 40 feet of the East 30 feet of the West 330 feet of the West 530 feet of Lot 2 Block 18 of the West Albright Addition an addition to Douglas County, Nebraska as surveyed, platted and recorded.

g1 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 3.25

CONDITIONS: 10 DAY OF Sept 19 AT 3:37 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

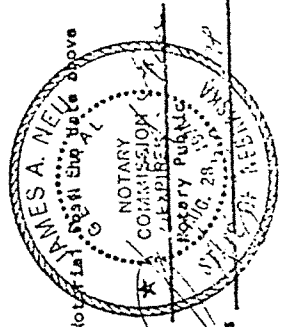
- (A) Where Grantee's facilities are constructed they shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cable, fixtures, guy: and anchors within a strip of land as indicated above, together with the right to trim or remove any trees along 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 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/heir 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 3rd day of September, 1974.

ATTEST: Darrell J. Simmons Karen J. Simmons Grantors

STATE OF Nebraska COUNTY OF Douglas On this 3rd day of September, 1974, before me the undersigned, a Notary Public in and for said County, personally came Darrell J. Simmons, President of Omaha Public Power District, (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 Douglas County the day and year last above written. My Commission expires 10/28/77



APPROVED: [Signature] DATE: 9/5/74 C. & S. KOUSSER, Notary Public

Section 36 Township 15 Range 12 Salesman Janicek, Kurtz 6777 "C" St. W.O. 5622 Est. 25463