

EASEMENT

47-657

By Duane E. Neitzel and Donald J. Neitzel Owner(s)
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"

Part of the SW $\frac{1}{2}$ of the NW $\frac{1}{2}$ of Section 24 T13N R11E of the 6th P.M., Sarpy County, Nebr.

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:

Sketch on reverse side of this document shows easement area.

FILED FOR RECORD 10-21-74 AT 8:01^{PM} IN BOOK 47 ON Map Recd.
PAGE 651 Carl L. Hibbels REGISTER OF DEEDS, SARPY COUNTY, NEB. 625

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 3RD day of September, 1974.

ATTEST:
Duane E. Neitzel
Donald J. Neitzel

ATTEST:

Grantors

STATE OF NEBRASKA
COUNTY OF SARPY

On this 3RD day of September, 1974, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Duane E. Neitzel and Donald J. Neitzel

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.

STATE OF
COUNTY OF

On this _____ day of _____, 19____, 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 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 the date above written.

GENERAL NOTARY
State of Nebraska
My Commission Expires
August 30, 1977

Notary Public

My Commission expires Aug. 30, 1977

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

Notary Public

My Commission expires _____

APPROVED:
Dist. Engr. JH Date 9/16/74
C & S Engr. JDW Date 10-4-74

Section 24 Township 13 Range 11 Soleman Joern Engineer RAL
Hwy. #50, 400' N. of Main St., Springfield, NE
W.O. #5620 Est. #81695

Lot # 0405...

0 PPD

47-651.A

