

41-542-
EIC

BOOK 544 PAGE 353

OPPD Form No. B-71-1
Rev. 5-73-1
Rev. 2-74-1

EASEMENT

I, SILVER REALTY COMPANY Owner(s)
of (Agent for) the real estate described as follows, and hereafter referred to as "Grantor" in the City of Raistor
Lots One (1) thru Nine (9) inclusive, Block Fifty-eight (58) and Lots One (1) thru
Nine (9) inclusive and Lots Thirteen (13) thru Twenty-one (21) inclusive Block Fifty-
nine (59), Section Two (2), Township Fourteen (14) North, Range Twelve (12) East of the
6th P.M., Douglas County, Nebraska.

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.

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. See reverse side for exception.
- (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 20 day of October, 19 74.

ATTEST:

ATTEST:

SILVER REALTY COMPANY
BY [Signature]
Grantors

STATE OF NEBRASKA
COUNTY OF DOUGLAS

STATE OF
COUNTY OF

On this 9th day of October,
19 74, 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 _____

Steven Silver, President of Silver

_____, President of _____

Realty Company.

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
expressed, voluntary act and deed for the purpose therein

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.

Carol L. Johnston
Notary Public

Notary Public

My Commission expires 9-6-75

My Commission expires _____

APPROVED:
Dist. Engr. [Signature] Date 11/15/74
C & S Engr. [Signature] Date 10/11/74

Section 2 Township 14 Range 12 Surveyor Janicek Engineer Plumber
Address 74th & Main St. Est. #25679

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____.

W.O. # 5663

BOOK 544 PAGE 354

17

Handwritten notes including "11-13-1975" and a signature.

Handwritten notes including "574 353" and "mwc".

RECEIVED
NOV -7 AM 9:35
COUNTY CLERK
DOUGLAS COUNTY, NEBR.

Handwritten signature and initials.

