

EASEMENT

I, School District #37, Sarpy County, Nebraska Owner(s)
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"
Tax Lot 6B2B, being a part of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4)
of Section Thirty-six (36), Township Fourteen (14) North, Range Ten (10), East of the
6th P.M., Sarpy County, Nebraska.

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:

Drawing on reverse side of this document shows easement area.

FILED FOR RECORD 9-22-72 AT 8:00 P.M. IN BOOK 45 OF Map Record
PAGE 534 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY NEB. 6-25

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 indi-
cated above, together with the right to trim or remove any trees along said line so as to provide a minimum clear-
ance 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 18th day of September, 19 72.
SCHOOL DISTRICT # 37, GRETNA, SARPY COUNTY, NEBRASKA

~~XXXXX~~

Rodney Weeth, PRESIDENT

Jess E. Truby, Jr., SECRETARY

ATTEST:

Grantors

STATE OF NEBRASKA

COUNTY OF SARPY

On this 18th day of Sept. 1972
19 72, before me the undersigned, a Notary Public
in and for said County and State, personally appeared
Rodney Weeth and Jess E. Truby, Jr.

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
voluntary act and deed for the purpose therein
expressed.

Witness my hand and Notarial Seal the date above
written.

Notary Public

My Commission expires

STATE OF Nebraska

COUNTY OF Sarpy

On this 18th day of Sept.
19 72, before me the undersigned, a Notary Public
in and for said County, personally came

Rodney Weeth, President of

School District #37 (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 Gretna,
in and for said County and State, on this day above written.
MARVIN L. KILLION
GENERAL NOTARY
State of Nebraska
My Commission Expires
February 1, 1976

My Commission expires

2/1/76

APPROVED: AA Date 9/20/72
Dist. Engr. 280 Date 9-21-72
C & S Engr. 280 Date 9-21-72

Section _____ Township _____ Range _____ Section _____
Address _____

Sheet # 020812

FNB

45-534A



SOUTH ST.

SCHIEFF ST.

T.L. 5323

EASEMENT AREA

T.L. 5324

BLDG.

T.L. 5325

U.S. HIGHWAY No. 6

