

EASEMENT

BOOK 531 PAGE 89

I, ~~XXXXXXXXXXXXXXXXXXXX~~ Robert L. McCormack & Betty J. McCormack, h & w Owner(s) of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"

Lot #2, McCormack Industrial Park, a subdivision located in part of the North half of the Northwest quarter of Sec. 2 T14N, R12E of the 6th P.M., Douglas 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:

Within the easement area shown on the reverse side as Exhibit "A".

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 28th day of November, 1973.

ATTEST:

[Signature of Robert L. McCormack]

ATTEST:

[Signature of Betty J. McCormack]

Grantors

STATE OF Nebraska COUNTY OF Douglas

STATE OF Nebraska COUNTY OF Douglas

On this 28th day of November, 1973, before me the undersigned, a Notary Public in and for said County and State, personally appeared

On this 28th day of November, 1973, before me the undersigned, a Notary Public in and for said County, personally came

Robert L. McCormack, husband of Betty J. McCormack

Betty J. McCormack, wife of Robert L. McCormack

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 his voluntary act and deed for the purpose therein expressed.

to me personally known to be the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed

Witness my hand and Notarial Seal the date above written.

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

[Notary Seal: Charlotte J. Bonner, Notary Public]

[Notary Seal: Charlotte J. Bonner, Notary Public]

My Commission expires March 6, 1977

My Commission expires March 6, 1977

APPROVED: Dist. Eng. Date

Section 2 Township 14N Range 12E Salesman Janicek Kurtz Address 4410 S. 79th Street

EXHIBIT "A"

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ENTERED IN SUBMITTAL AND RECORDED IN THE RECORD BOOK OF OFFICE OF THE COUNTY CLERK OF THE COUNTY OF
26 DAY OF November 19 23 at 11:00 AM. C. LANGLOIS, COUNTY CLERK OF DEPT.

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