

47-482

EASEMENT

I, Freeman Co. Inc. Owner(s)
of (agent for) the real estate described as follows, and hereinafter referred to as "Grantor":
Lots Four (4) through Eleven (11) inclusive of Garrett Addition, replat of
Lots 59A17, 61A, 61B, 60D, 61C, and parts of 60A, and 59B Jewell Place,
as platted and recorded in Sarpy 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.

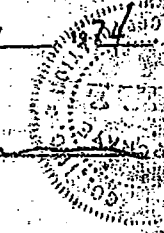
FILED FOR RECORD 8-5-74 AT 8:00 A M, IN BOOK 47 OF Miss Bees
PAGE 482 Carl L. Hibbeln REGISTER OF DEEDS, SARPY COUNTY, NEB. 8th

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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 17 day of July

ATTEST: Freeman Co. Inc.
ATTEST: Virginia L. Bees Necy Grantors



STATE OF
COUNTY OF

STATE OF
COUNTY OF

On this 17 day of July,
19 74, before me the undersigned, a Notary Public
in and for said County and State, personally appeared

On this 17 day of July,
19 74, before me the undersigned, a Notary Public
in and for said County, personally came

R. JOE DENNIS, President of

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.

Freeman Co. Inc. (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 the date above
written.

Witness my hand and Notarial Seal at Bellevue, NE
in said County SARPY NEB. as above written.

Notary Public

GENERAL NOTARY
State of Nebraska
My Commission Expires Notary Public
AUGUST 2, 1977

My Commission expires

My Commission expires August 2, 1977

APPROVED:
Date 7/22/74
C. B. S. Eng. J. W. Date 7-19-74

Section 25 Township 14 Range 13 Graves, Engineer

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

h. R. # 038672

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0.500

