

EASEMENT

42-200

I, GLENMORRIE COMPANY Owner(s)

of (agent for) the real estate described as follows: Lots Forty-six (46); Fifty-four (54) thru Fifty-eight (58), inclusive; Sixty-six (66) and One Hundred Six (106) thru One Hundred Twenty-eight (128) inclusive, all in Glenmorrie Addition, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

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, a permanent easement, with rights of ingress and egress thereto, to install, operate, maintain, repair, replace and renew its underground electric and telephone facilities over, upon, along and under the following described real estate, to wit:

See Sketch "A" on reverse side for location of easement area.

FILED FOR RECORD IN SARPY COUNTY NEB May 20 1970 AT 9 O'CLOCK AM
AND RECORDED IN BOOK 43 OF Misc Rec PAGE 200
Alise Blankenship REGISTER OF DEEDS 12 50

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 but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

The foregoing right is granted upon the express condition that the OMAHA PUBLIC POWER DISTRICT will assume liability for all damages to the above described property caused by said District's failure to use due care in its exercise of the granted right.

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 11 day of May, 1970.

ATTEST:
Dennis P. Hogan, Jr.
Dennis P. Hogan, Jr. Secretary

GLENMORRIE COMPANY, a Nebraska corporation
Michael J. Hogan
Michael J. Hogan, President

ATTEST:

Grantors

STATE OF _____ }
COUNTY OF _____ } ss

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

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 _____

#13b 10-8-68

STATE OF Nebr }
COUNTY OF Sarpy } ss

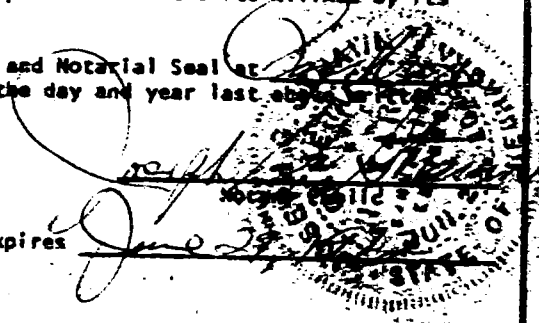
On this 11 day of May, 1970, before me the undersigned, a Notary Public in and for said County, personally came Michael J. Hogan, President of

GLENMORRIE COMPANY (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 _____ in said County the day and year last above written.

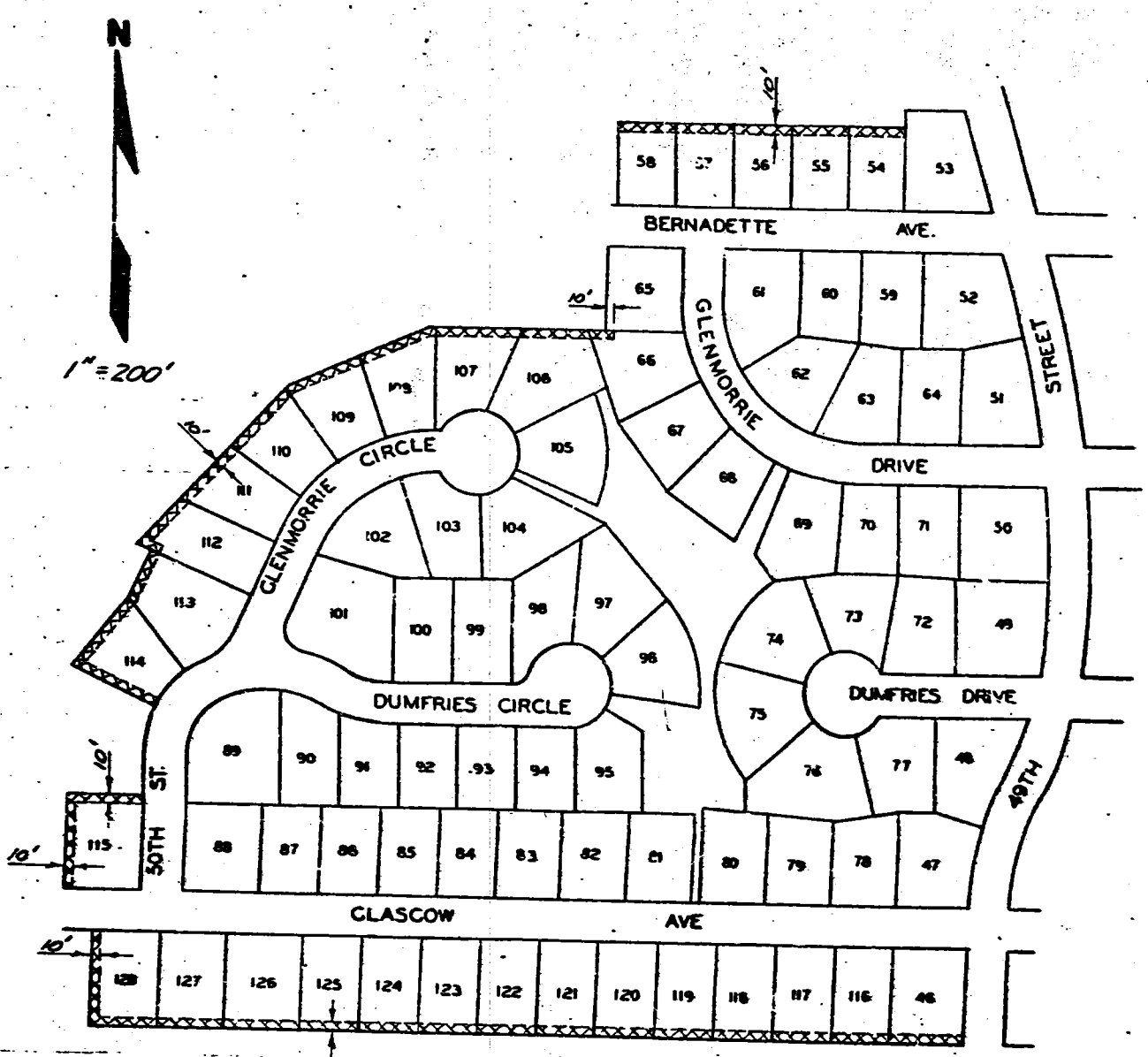
My Commission expires June 29 1971

Fee # 001777 ✓



200-A

0000
1623 Murray
CCT - J.S. Murray



LEGEND

XXXXXX GRPD. U.G. 10' Easement.

SKETCH "A"