

EASEMENT

I, Glenmorrie Company Owner(s) of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" Lots One Hundred Twenty-nine (129) thru One Hundred Forty-eight (148), inclusive, together with Lots Two Hundred Fourteen (214) thru Two Hundred Twenty-four (224), inclusive, 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, 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:

A strip of land Ten feet (10') in width, lying adjacent to and parallel to the rear lot line of Lots One Hundred Twenty-nine (129) thru One Hundred Forty-eight (148), inclusive and Two Hundred Fourteen (214) thru Two Hundred Twenty-four (224), inclusive, Glenmorrie Addition, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

FILED FOR RECORD 11-23 AT 2:00 P.M. IN BOOK 46 OF Miss Bees 10 75  
PAGE 660 Carl L. Hillebr REGISTER OF DEEDS, SARPY COUNTY, NEB.

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 17 day of September, 1973.

Glenmorrie Company

ATTEST:

Michael J. Hogan President  
Dennis P. Hogan Secretary

ATTEST:

Grantors

STATE OF NEBRASKA  
COUNTY OF SARPY

STATE OF  
COUNTY OF

On this 17 day of SEPTEMBER, 1973, 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 \_\_\_\_\_, President of \_\_\_\_\_, (a corporation),

MICHAEL J. HOGAN  
DENNIS P. HOGAN 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 THEIR voluntary act and deed for the purpose therein expressed.

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 attached by its authority.

Witness my hand and Notarial Seal the date above

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

Mary Anne Skoppard  
Notary Public  
My Commission expires February 1, 1975

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_

APPROVED: 44 Date 9/26/73  
Dist. Engr. DL Date 9-26-73  
C & S Engr. DL Date 9-26-73

Section 13 Township 14 Range 13 Salesman Koch Engineer D. Leuhy  
Address Est. #47196

~~032111~~  
Rec # 032111