

EASEMENT

CHARLES G. SMITH AND NELLIE M. SMITH, HUSBAND AND WIFE

I, CHARLES G. SMITH, President of C. G. Smith Construction Co. Owner(s) of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"

Lots Fourteen Hundred Seventy-eight (1478) thru Fourteen Hundred Eighty (1480), inclusive and Fourteen Hundred Eight-four (1484) thru Fourteen Hundred Eighty-six (1486), all in La Vista, 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:

Drawing on reverse side of this document shows easement area.

FILED FOR RECORD 9-12-72 AT 2:00 P.M. IN BOOK 45 OF Misc Fees PAGE 504 Carl A. Hibbeln REGISTER OF DEEDS, SARPY COUNTY NEB. 750

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 31st day of AUGUST, 1972.

ATTEST:

Larry B. Ludwig (Signature)
ATTEST:

Charles G. Smith (Signature)

Arlene A. Boyd (Signature)

Nellie M. Smith (Signature)
Grantors

STATE OF NEBRASKA
COUNTY OF SARPY

STATE OF NEBRASKA
COUNTY OF SARPY

On this 31st day of AUGUST, 1972, before me the undersigned, a Notary Public in and for said County and State, personally appeared Charles G. Smith, Larry B. Ludwig

On this 31st day of August, 1972, before me the undersigned, a Notary Public in and for said County, personally came Charles G. Smith, President of

Arlene A. Boyd 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.

C. G. Smith Construction Co (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 Corporate Seal of said corporation was lawfully affixed by its authority.

Witness my hand and Notarial Seal the date above written:

Witness my hand and Notarial Seal at this date and year last above written:

James M. Logeman (Signature)
My Commission expires 23 July 1973

James M. Logeman (Signature)
My Commission expires 23 July 1973

APPROVED: Distr Engr Date Section Township Range Salesman Engineer C & S Engr Date Address

File # 020315

