

416-29

EASEMENT

WHEREAS, N. P. Dodge Company is the owner of Lots 17 through 30, inclusive, Block 4, Lots 9 through 11, inclusive, Block 33, and Lots 14 through 16, inclusive, Block 33, all in Maple Village, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, and whereas it is to the benefit of the owner to have utilities servicing said real estate,

NOW THEREFORE, In consideration of the premises and other valuable consideration, N. P. Dodge Company does hereby grant easements to the Omaha Public Power District and the Northwestern Bell Telephone Company, their successors and assigns, to install, lay, construct, renew, operate and maintain underground conduits and cables, with all necessary other equipment for the purpose of serving the above described real estate and other property with electric and telephone service under and upon the following ten (10) foot strips of land, the center lines of which are described below:

Lots 17 through 30, inclusive, Block 4, Maple Village

Beginning at a point on the South line of Lot 17, Block 4, 25.0 feet East of the Southwest corner of said Lot 17; thence Northerly to a point on the North line of said Lot 17, 30.0 feet East of the common rear corner of Lot 17 and Lot 18, Block 4, said Maple Village; thence Northerly to a point on the North line of said Lot 18, 105.0 feet West of the common front corner of Lot 18 and Lot 19, Block 4, said Maple Village; thence Northerly to a point on the North line of said Lot 19, 101.0 feet West of the common front corner of Lot 19 and Lot 20, Block 33, said Maple Village; thence Northerly to a point on the North line of said Lot 20, 102.0 feet West of the common front corner of Lot 20 and Lot 21, Block 4, said Maple Village; thence Northerly to a point on the North line of said Lot 21, 108.0 feet West of the common front corner of Lot 21 and Lot 22, Block 4, said Maple Village; thence Northerly to a point on the North line of said Lot 22, 119.0 feet West of the common front corner of Lot 22 and Lot 23, Block 4, said Maple Village; thence Northerly to a point on the North line of said Lot 23, 134.0 feet West of the common front corner of Lot 23 and Lot 24, Block 4, said Maple Village; thence Northerly to a point on the North line of said Lot 24, 143.0 feet West of the common front corner of Lot 24 and Lot 25, Block 4, said Maple Village; thence Northerly to a point on the North line of said Lot 25, 151.0 feet West of the common front corner of Lot 25 and Lot 26, Block 4, said Maple Village; thence Northerly to a point on the North line of said Lot 26, 157.0 feet West of the common front corner of Lot 26 and Lot 27, Block 4, said Maple Village; thence Northerly to a point on the North line of said Lot 27, 25.0 feet East of the common rear corner of Lot 27 and Lot 28, Block 4, said Maple Village; thence Northerly to a point on the North line of said Lot 29, 25.0 feet East of the common rear corner of Lot 29 and Lot 30, Block 4, said Maple Village; thence Northerly to a point on the North line of said Lot 30, 5.0 feet East of the Northwest corner of Lot 30, Block 4, said Maple Village.

Lots 9, 10 and 11, Block 33, Maple Village

Beginning at a point on the South line of Lot 9, Block 33, 5.0 feet East of the Southwest corner of said Lot 9; thence Northerly to a point on the North line of said Lot 9, 15.0 feet East of the common rear corner of Lot 9 and Lot 10, Block 33, said Maple Village; thence Northerly to a point on the North line of said Lot 10, 178.0 feet West of the common front corner of Lot 10 and Lot 11, Block 33,

416-30

said Maple Village thence Northerly to a point on the North line of said Lot 11, 40.0 feet Southwesterly of the most Northerly corner of Lot 11, Block 33, said Maple Village.

Lots 14, 15, and 16, Block 33, Maple Village

Beginning at a point 48.05 feet Easterly of the Southwest corner of Lot 14, Block 33, thence Northerly to a point on the North line of said Lot 14, 144.0 feet West of the common front corner of Lot 14 and Lot 15, Block 33, said Maple Village; thence Northerly to a point on the North line of said Lot 15, 129.0 feet West of the common front corner of Lot 15 and Lot 16, Block 33, said Maple Village; thence Northerly to a point on the North line of said Lot 16, 152.0 feet West of the Northeast corner of Lot 16, Block 33, said Maple Village.

No permanent buildings or trees shall be placed in said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved.

IN WITNESS WHEREOF, This easement executed by the undersigned on this 19th day of May, 1964.

N. P. DODGE COMPANY

Attest:

*N. P. Dodge III*  
Secretary

By

*R. H. Abernathy, Jr.*  
Vice President



STATE OF NEBRASKA )

) ss

COUNTY OF DOUGLAS )

On this 19th day of May, 1964, before me, the undersigned, a Notary Public in and for said County, personally came R. H. Abernathy, Jr., and N. P. Dodge, III, to me personally known to be the Vice President and Secretary of the said corporation and the identical persons whose names are affixed to the above conveyance, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of the said N. P. Dodge Company, and that the Corporate seal of the said N. P. Dodge Company was thereto affixed by its authority.

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

*Phyllis S. Fried*  
Notary Public

My commission expires Sept. 13, 1969



9  
FILED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
19 DAY August 1964 10:35 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 95