

W-86 NA

SEC. <u>11</u>	TWP. <u>17</u>	RGE. <u>9</u>
ADDRESS:		
ENGR. _____	GLSMN. <u>Robert</u>	

4-672

EASEMENT

1. Robert F. Stork Owner(s)
of (grant for) the real estate described as follows, and hereafter referred to as "Grantor":

Part of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twelve (12) and part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eleven (11), both in Township Seventeen (17) North, Range Nine (9), East of the 6th P.M., Washington County, Nebraska.

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the OHMA 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
1972 MAY -2 AM 9:21
COUNTY CLERK
WASHINGTON COUNTY, NEBRASKA

CONDITIONS:

- (A) Where Grantee's facilities are constructed they shall have the right to install, operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cable, fixtures, guys and anchors within a strip of land as indicated feet in width, 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, 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 11th day of April, 19 72.

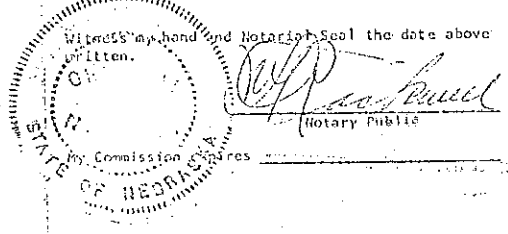
ATTEST:
Robert F. Stork
Grantors

STATE OF NEBRASKA)
COUNTY OF WASHINGTON) ss
On this 11th day of April, 19 72, before me the undersigned, a Notary Public in and for said County and State, personally appeared Robert F. Stork

STATE OF NEBRASKA)
COUNTY OF WASHINGTON) ss
On this 11th day of April, 19 72, before me the undersigned, a Notary Public in and for said County, personally came Robert F. Stork, 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 his voluntary act and deed for the purpose therein expressed.

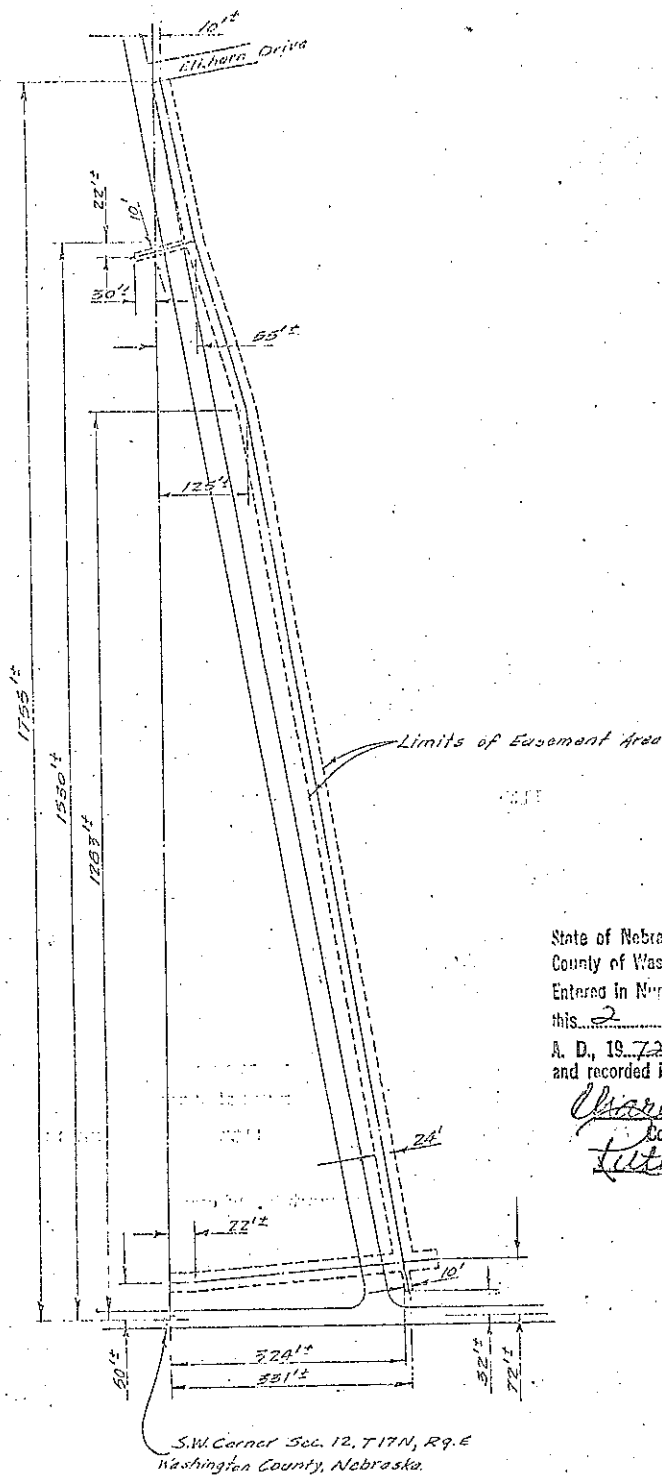
(a corporation), to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of said corporation was thereto affixed by its authority.



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

Notary Public

My Commission expires _____



State of Nebraska } SS 557
 County of Washington }
 Entered in Numerical Index and filed for record
 this 2nd day of May
 A. D. 1972 at 9:21 o'clock A. M.
 and recorded in Book 1 at page 86-87

Charlette Steller
 County Clerk
Lith L. A. A. A. Deputy

