

X-7001

EASEMENT

STEWART A. SMITH AND HAZEL I. SMITH, husband and wife; WARREN D. WHITAKER AND ELLEN WHITAKER, husband and wife; CLARK JENSEN AND JUNE JENSEN, husband and wife; DARREL L. JENSEN AND LYNNE I. JENSEN, husband and wife and JOHN B. PETERS AND ANITA M. PETERS, husband and wife.

I, We, of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" Lots One (1) thru Eighteen (18), inclusive of Pioneer Hills, an addition to Washington 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, referred to as "Grantee," a permanent easement, with rights of ingress and egress thereto, to install, operate, maintain, repair, replace and renew its electric facilities over, upon, along and under the following described real estate, to wit: A strip of land Eight feet (8') in width, lying adjacent to and parallel to the side lot lines of Lots One (1) thru Eighteen (18), inclusive of Pioneer Hills, an addition to Washington County, Nebraska, as surveyed, platted and recorded.

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 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 Grantee will assume liability for all damages to the above described property caused by Grantee's 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 22th day of AUGUST, 1973

Stewart A. Smith (Signature)

Hazel I. Smith (Signature)

Warren D. Whitaker (Signature)

Ellen Whitaker (Signature)

Clark Jensen (Signature)

June Jensen (Signature)

Darrel L. Jensen (Signature)

Lynne I. Jensen (Signature)

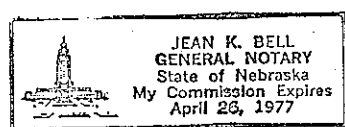
John B. Peters (Signature)

Anita M. Peters (Signature)

STATE OF NEBRASKA, COUNTY OF WASHINGTON, SS. 1973 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD THIS 22th DAY OF AUGUST, A.D. 1973 AT 9:28 O'CLOCK A.M. AND RECORDED IN BOOK AT PAGE 700 COUNTY CLERK DEPUTY

STATE OF NEBRASKA) ss. COUNTY OF WASHINGTON)

On this 22nd day of August, 1973, before me the undersigned, a Notary Public in and for said County and State, personally appeared Stewart A. Smith and Hazel I. Smith, husband and wife; Warren D. Whitaker and Ellen Whitaker, husband and wife; Clark Jensen and June Jensen, husband and wife; Darrel L. Jensen and Lynne I. Jensen, husband and wife and John B. Peters and Anita M. Peters, husband and wife, personally to me known to be the identical persons who signed the foregoing instrument as grantors and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.



Jean K. Bell (Signature) Notary Public

My Commission expires on the 26th day of April, 1977. Section 17 Township 17 Range 12 Cope. Address: 3 1/2 MI. W. OF FT. CALHOUN, NE. EST. #80430 WO. #8999

FILED 1974 AUG -5 AM 9:28

X-700

EASEMENT

STEWART A. SMITH AND HAZEL I. SMITH, husband and wife; WARREN D. WHITAKER AND ELLEN WHITAKER, husband and wife; CLARK JENSEN AND JUNE JENSEN, husband and wife; DARREL L. JENSEN AND LYNNE I. JENSEN, husband and wife and JOHN B. PETERS AND ANITA M. PETERS, husband and wife.

I, We, of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" Lots One (1) thru Eighteen (18), inclusive of Pioneer Hills, an addition to Washington County, Nebraska, as surveyed, platted and recorded.

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(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 22th day of AUGUST, 1973

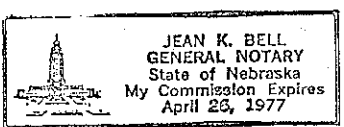
Stewart A. Smith
Warren D. Whitaker
Clark Jensen
Darrel L. Jensen
John B. Peters

Hazel I. Smith
Ellen Whitaker
June Jensen
Lynne I. Jensen
Anita M. Peters

STATE OF NEBRASKA, COUNTY OF WASHINGTON, ss. I, J. L. PETERSEN, Notary Public, do hereby certify that the foregoing instrument was duly executed and recorded in my office on this 22th day of August, 1973, at 9:28 o'clock A.M. and recorded in Book 174, Page 5.

STATE OF NEBRASKA)
COUNTY OF WASHINGTON) ss.

On this 22nd day of August, 1973, before me the undersigned, a Notary Public in and for said County and State, personally appeared Stewart A. Smith and Hazel I. Smith, husband and wife; Warren D. Whitaker and Ellen Whitaker, husband and wife; Clark Jensen and June Jensen, husband and wife; Darrel L. Jensen and Lynne I. Jensen, husband and wife and John B. Peters and Anita M. Peters, husband and wife, personally to me known to be the identical persons who signed the foregoing instrument as grantors and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.



Jean K. Bell
Notary Public

My Commission expires on the 31st day of April, 1977.
Section 17 Township 17 Range 12 Cope
Address 3 1/2 MI. W. OF FT. CALHOUN, NE.
EST. # 80430 WO. # 8999