

78-829+

EASEMENT

I, REGENCY, INC., a Nebraska corporation Owner(s)  
We, of (agent for) the real estate described as follows, and hereafter referred to as "Grantor":

Lots One Hundred Sixty-four (164); One Hundred Seventy-two (172) thru One Hundred Seventy-five (175), inclusive, Regency 3rd Addition, an addition to Douglas 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:

The Southeasterly Five feet (5') of the Northwesterly Fifteen feet (15') of Lot One Hundred Sixty-four (164); the South Ten feet (10') of the North Fifteen feet (15') of Lot One Hundred Seventy-two (172); the South Twenty feet (20') of the North Twenty-five feet (25') of Lot One Hundred Seventy-three (173); the Southeasterly Twenty feet (20') of the Northwesterly Twenty-five feet (25') of Lot One Hundred Seventy-four (174) and the Southeasterly Ten feet (10') of the Northwesterly Fifteen feet (15') of Lot One Hundred Seventy-five (175), all in Regency 3rd Addition, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

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 ~~power lines, cable, fixtures, and other appurtenances~~ within a strip of land as indicated ~~from the southeasterly five feet of the northwesterly fifteen feet of lot 164~~.
- (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 25<sup>th</sup> day of October, 19 71.

ATTEST: [Signature] REGENCY, INC., a Nebraska corporation  
Secretary [Signature] President

Grantors

STATE OF _____ )	STATE OF <u>Nebraska</u> )
COUNTY OF _____ ) ss	COUNTY OF <u>Douglas</u> ) ss
On this _____ day of _____,	On this <u>25th</u> day of <u>October</u> ,
19 _____, before me the undersigned, a Notary Public	19 <u>71</u> , before me the undersigned, a Notary Public
in and for said County and State, personally appeared _____	in and for said County, personally came _____
	<u>R. S. Salvards</u> Vice, 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 \_\_\_\_\_ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written. \_\_\_\_\_

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