

78-1357

BOOK 495 PAGE 256

EASEMENT

XX We. Roy D. Bullock and Mary Bullock, husband and wife, Owner(s)

of (agent for) the real estate described as follows: Lots Nine (9) through Sixteen (16), inclusive, Remco Addition, an addition to the City of Omaha, 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, a permanent easement, with rights of ingress and egress thereto, to install, operate, maintain, repair, replace and renew its underground electric and telephone facilities over, upon, along and under the following described real estate, to wit:

The North Ten feet (10') of Lots Ten (10) through Fourteen (14) inclusive; the North Five feet (5') of Lot Fifteen (15); the South Five feet (5') of Lots Nine (9) and Sixteen (16); the East Five feet (5') of Lots Ten (10) through Fourteen (14) inclusive; the West Five feet (5') of Lots Eleven (11) through Sixteen (16), inclusive; the West Ten feet (10') of Lot Nine (9); the Northeastly Five feet (5') of Lot Nine (9) and the Southwesterly Five feet (5') of Lot Ten (10), Remco Addition, as surveyed, platted and recorded.

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 but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

The foregoing right is granted upon the express condition that the OMAHA PUBLIC POWER DISTRICT will assume liability for all damages to the above described property caused by said District's failure to use due care in its exercise of the granted right.

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 15th day of DECEMBER, 1970.

XXXXXX

Roy D. Bullock (Signature) Roy D. Bullock

Mary Bullock (Signature) Mary Bullock

ATTEST:

Grantors

STATE OF Nebraska)
COUNTY OF Douglas) ss

On this 15 day of December, 1970, before me the undersigned, a Notary Public in and for said County and State, personally appeared Roy D. Bullock and

Mary Bullock, husband and wife, 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.

Witness my hand and Notarial Seal the date above written.

Margaret Virgilio (Signature) Notary Public
My Commission expires November 22, 1971
#136,10-888TY NEB 11-3070

STATE OF)
COUNTY OF) ss

On this ___ day of ___, 19___, before me the undersigned, a Notary Public in and for said County, personally came

___, President of ___ (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 ___ in said County the day and year last above written.

Notary Public

My Commission expires _____

52. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 21 DAY OF December 1970 AT 10:16A M. G. HAROLD OSTLER, REGISTER OF DEEDS 5.00