

45-185

SEC 36 TWP 14 RGE 11  
 ADDRESS: \_\_\_\_\_  
 ENGR D. Louchy SLSMN \_\_\_\_\_

CPD Form No. 9-71-1

EASEMENT

I, SOUTHROADS CORP. Owner(s)  
 We, \_\_\_\_\_ of (agent for) the real estate described as follows, and hereafter referred to as "Grantor":

Lots Five (5) thru Seventeen (17), inclusive, Block Four (4); Lots One (1) thru Thirty-one (31), inclusive, Block Eleven (11); Lots One (1) thru Twenty-six (26), inclusive, Block Twelve (12); Lots One (1) thru Twenty-seven (27), inclusive, Block Thirteen (13); Lots One (1) thru Five (5), inclusive, Block Fourteen (14); Lots One (1) thru Fifteen (15), inclusive, Block Fifteen (15), Westmont, (SEE BELOW) 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:

A strip of land Fifteen (15') feet in width adjoining the rear lot lines and a strip of land Five (5') feet in width adjoining the side lot lines of Lots One (1) thru Five (5), inclusive, Block Fourteen (14) and a strip of land Five (5') feet in width adjoining the side lot lines of Lots One (1) thru Thirty-one, Block Twelve (12) and Lots One (1) thru Twenty-seven (27), inclusive, Block Thirteen (13), Westmont, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

(CONDINUTED FROM ABOVE) an addition to Sarpy 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 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 24th day of March, 19 72.



ATTEST:  
Carl L. Hildebrand  
 Notary Public

SOUTHROADS CORP.  
Ted Petersen  
 Ted Petersen, President

STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ } ss  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

STATE OF Nebraska }  
 COUNTY OF Sarpy } ss  
 On this 24 day of March, 1972, before me the undersigned, a Notary Public in and for said County, personally came Ted Petersen, 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.

Southroads Corporation, (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 the date above written.  
 \_\_\_\_\_  
 Notary Public

Witness my hand and Notarial Seal at Papillion in said County the day and year last above written.  
Phyllis J. ...  
 Notary Public

My Commission expires \_\_\_\_\_

My Commission expires May 9, 1973

FILED FOR RECORD 4-26-72 AT 8:00 P.M. IN BOOK 45 OF Misc Recs  
 PAGE 185 Carl L. Hildebrand REGISTER OF DEEDS, SARPY COUNTY NEB. 322

161100