

28 15-13

EASEMENT

BOOK 538 PAGE 323

SALVATION ARMY

Grantor(s) [Name] Power(s)

A portion of Tax Lot Five (5), ~~located in Section Twenty-Eight (28), Township Fifteen (15), Range Thirteen (13) of the Sixth (6) P.M., in Douglas County, Nebraska.~~

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the ~~OWNERS PUBLIC POWER DISTRICT, its successors and assigns, and the ILLINOIS 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 remove its electric and telephone facilities over, upon, above and under the following described real estate, ~~xxxxxx~~ for a period of twenty-five years with right of renewal upon agreement of owner.~~

See sketch on back.

CONDITIONS:

- (A) Where electric facilities are installed they shall have the right to enter, install, repair, and use reasonable facilities or siting of poles, wires, lines, cables, and other utility facilities as indicated above, together with the right to travel on any such utility lines to provide service and clearance from the overhead facilities of at least five feet (5').
- (B) After electric and telephone facilities have been installed, no trees, shrubs or other plants shall be placed or encroached upon in any way which would obstruct or interfere with the safe operation of such facilities without prior written approval of the grantor, and the same may be removed for any purpose at any time or later hereafter with the granted easement user.
- (C) The easement shall be granted upon the express condition that the grantor shall remain liable for all damages to the above described property caused by Grantee's failure to use due care in the exercise of the granted easement.
- (D) It is further agreed Grantor has lawful possession of said real estate, land, right and interest therein and such conveyance and that his/their heirs, executors, administrators, successors, assigns shall warrant the same and their heirs and assigns shall defend the Grantee from and against the claims of all persons in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESSE my hand and Notarial Seal this 23rd day of May, 1974

WITNESS:

THE SALVATION ARMY

George Neltin

(George Neltin) 2nd Vice President

WITNESS:

Loyd Robb

Grantors (Loyd Robb) Secretary

STATE OF Nebraska

STATE OF ILLINOIS

COUNTY OF Douglas

COUNTY OF COOK

On this 23rd day of May, 1974, before me the undersigned, a Notary Public in and for said County and State, personally appeared

On this 23rd day of May, 1974, before me the undersigned, a Notary Public in and for said County, personally came

George Neltin, Second Vice President of THE SALVATION ARMY

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/their voluntary act and deed for the purpose therein expressed.

(a corporation), to me personally known to be the identical 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 of 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.

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

Notary Public

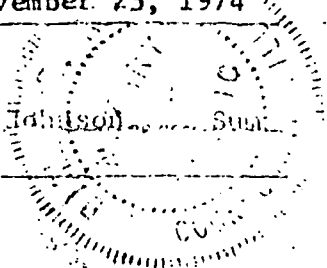
(Dianne E. Rustad) Notary Public

My Commission expires

November 25, 1974

APPROVED: *[Signature]* Date 4/2/78

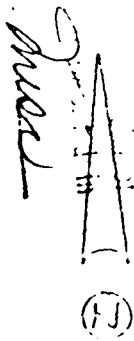
Section 28 Township 15 Range 13 Salesman Johnson Suburb
25th & Center Street
W.O. #8210
EST. #23369



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1623 Albany
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J. L. W. [unclear]
Opp [unclear]

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WASHINGTON, D.C.

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