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EASEMENT

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

All of lots 13, 14, 15; South 75.0 feet of E 1/2 of lot 23; South 75.0 feet of lot 24 except part taken for 60th Street, Block 5, all of Spencer Street vacated between Block 5 and 6; all of lots 2, 3, 4, 5, 6, 7; North 52.0 feet of lots 8, 9, 10, 11, 12; lots 1, 18, 19, 20, 21, 22, 23, 24, except part taken for 60th Street and N.W. Radial Highway; all of vacate alley East of lots 8 and 17, Block 6 Benson Addition, City of Omaha, Douglas County, Nebraska.

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:

An easement 10'0" in width being 5'0" on either side of a line commencing 80'0" South of and 5'0" East of the Northwest corner of Lot 13, Block 5, Original City of Benson; thence North a distance of 47'0"; thence East parallel to and 33'0" South of the North line of said Lots 13 and 14, for a distance of 85'4"; thence South a distance of 99'4"; thence Southeast a distance of 22'8"; thence East a distance of 24'9" along a line 15'8" South of and parallel to the South property line of Lots 14 and 15; thence North a distance of 10'8" to a point 18'11" West of and 5'0" South of the Southeast corner of Lot 15; thence East a distance of 354'0" along a line parallel to and 5'0" South of the North line of vacated Spencer Street lying between 60th Street and 61st Street; (CONTINUED ON REVERSE)

- 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 \_\_\_\_\_ 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 6<sup>th</sup> day of Dec., 19 71.

ATTEST: Vincent B. Marcelli ST. JAMES MANOR, INC.  
monelli Bernard J. Heise, Pres.  
Notary Public Notary

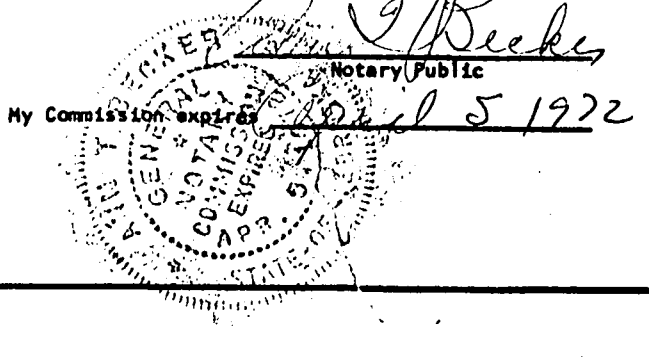
Grantors

STATE OF Nebraska }  
COUNTY OF Douglas } ss  
On this 6 day of December, 19 71, before me the undersigned, a Notary Public in and for said County and State, personally appeared Bernard P. Marcelli

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 voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

John G. Beebe  
Notary Public  
My Commission expires April 5 1972

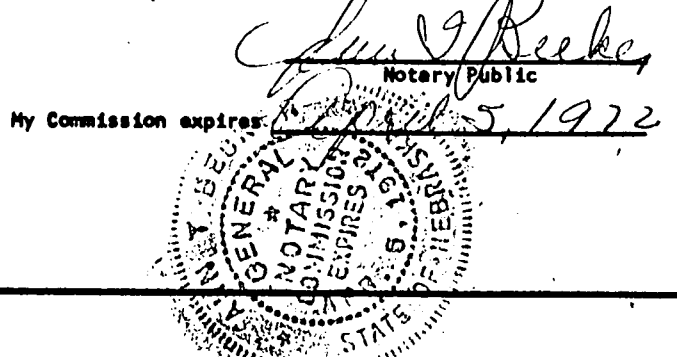


STATE OF Nebraska }  
COUNTY OF Douglas } ss  
On this 6<sup>th</sup> day of December, 19 71, before me the undersigned, a Notary Public in and for said County, personally came Bernard J. Heise, President of St. James Manor, (a corporation),

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 Omaha in said County the day and year last above written.

John G. Beebe  
Notary Public  
My Commission expires April 5, 1972



CONTINUED FROM FRONT SIDE ...thence South a distance of 195'0" along a line parallel to and 24'0" West of the East lot line of Lot 3, Block 6, Original City of Benson; thence West a distance of 226'0" along a line 12'0" South of and parallel to the South lot line of Lots 3, 4, 5, 6 and 7, Block 6, Original City of Benson, with the center line of said easement terminating at a point 12'0" South of the Southwest corner of said Lot 7.

[Faint, mostly illegible text, likely a continuation of the legal description or a separate paragraph.]

...of the County of Douglas, Nebraska.

CHARLES OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1971 JUN 15 AM 9 58

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THE STATE OF NEBRASKA  
Douglas County

Entered in Numerical Index  
for Record in the office of the

Deeds of said County and  
Book 505 of [unclear]

Page 431

E. Harold Oster  
Register of Deeds

Register of Deeds

By \_\_\_\_\_ Deputy

MAIL J. J. Miller  
[Signature]

N \_\_\_\_\_ G.P.N.-P.G.

Compared 144-18 Fee 1.50  
[Signature]

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