

POOR INSTRUMENT FILED

EASEMENT

BOOK 522 PAGE 645

24-15-12

I, J. J. Newberry Company

(agent for) the real estate described as follows, and hereafter referred to as "Grantor:"

The North Four Hundred Eighty-four and two tenths feet (484.2') of the West Six Hundred Sixty feet (660') of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-four (24), Township Fifteen (15) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska.

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the GWAHA PUBLIC POWER DISTRICT, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, its successors and assigns, collectively referred to as "Grantees," 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:

Sketch on the reverse side of this document indicates location of Easement Area.

CONDITIONS:

- (A) Where Grantee's facilities are constructed they shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cable, fixtures, guys and anchors within a strip of land as indicated above, 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 of the Grantee, 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/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 10th day of February, 19 73.

ATTEST:

Harold J. Meyer V P

ATTEST:

J. J. NEWBERRY COMPANY
Joseph F. Banks
ASSISTANT SECRETARY

Grantors

STATE OF

COUNTY OF

On this _____ day of _____, 19 _____, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

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 _____

STATE OF Pennsylvania

COUNTY OF York

On this 10th day of February, 19 73, before me the undersigned, a Notary Public in and for said County, personally came _____

Joseph F. Banks Asst. Secretary

J. J. Newberry Co. (a corporation) to me personally known to be the ~~XXXXXX~~ 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.

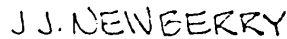
Witness my hand and Notarial Seal at York, in said County the day and year last above written.

Notary Public
WILLIAM C. JONES
SPRINGFIELD TOWNSHIP, YORK COUNTY
MY COMMISSION EXPIRES _____
March, 1973

My Commission expires _____

APPROVED: 6.8 Date 5/29/73
Dist. Engr. AKW Date 5/29/73
C & S Engr. AKW Date 5/29/73

Section 24 Township 15 Range 12 Salesman Harold Jones
Address _____



C. HAROLD OSTLER, REGISTER OF DEEDS

625