

EASEMENT

RECEIVED
JUN 6 - 1974
PROPERTY DEPT.

Distribution

47-351

I, THE SALVATION ARMY, an Illinois Corporation Comor(s)
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" Tax Lots "C" and
"D2" and Government Lot Five (G.L. 5), all being a part of the South One-half (S $\frac{1}{2}$)
of Section Twenty-six (26), Township Thirteen (13) North, Range Thirteen (13), East
of the 6th P.M., Sarpy County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, 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:

See sketch on the reverse side of this document for location of easement area.

FILED FOR RECORD 6-19-74 AT 8:00 M, IN BOOK 47 OF Misc (Reas)
PAGE 351 Carl L. Hibbeled REGISTER OF DEEDS, SARPY COUNTY, NEB. 6-25

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/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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 5th day of June, 1974

ATTEST:

Darlene Smith
(Darlene Smith)

ATTEST:

Dorothy Lee
(Dorothy Lee)

THE SALVATION ARMY, an Illinois Corp.

George Nelting
(George Nelting) 2nd Vice President

Lloyd Robb
Grantors (Lloyd Robb) Secretary

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 ILLINOIS

COUNTY OF COOK

On this 5th day of June,
19 74, before me the undersigned, a Notary Public
in and for said County, personally came

George Nelting, 2nd Vice-, President of
THE SALVATION ARMY

_____, (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 Chicago,
in said County the day and year last above written.

Dianne E. Rustad Notary Public

My Commission expires November 25, 1974

APPROVED:

Dist. Engr. AA Date 6/19/74
C & S Engr. AA Date 6-15-74

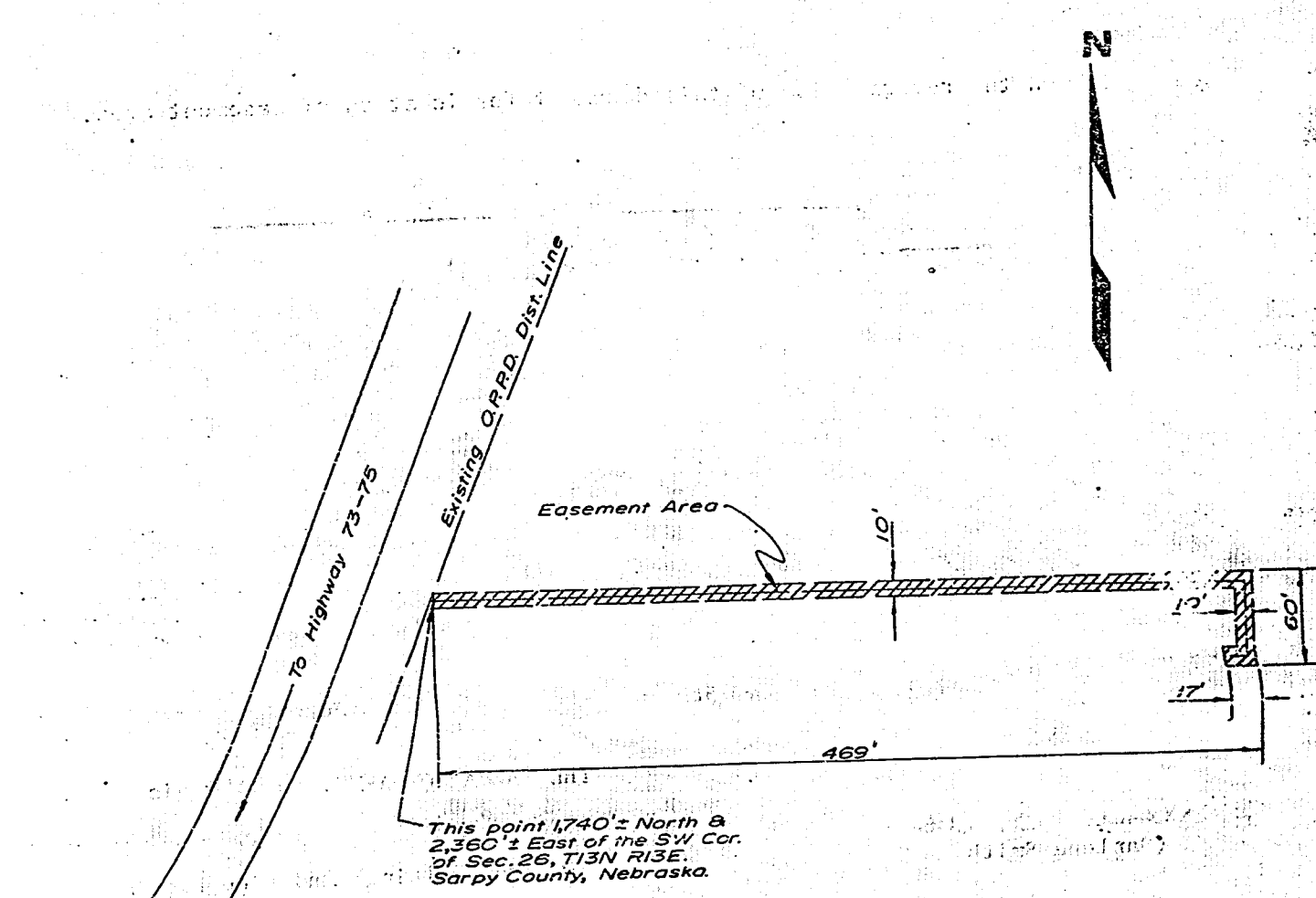
Section 26 Township 13 Range 13 Salesman Svacina Engineer Pleiss
Address Est. #24140 W.O. 4302

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.

Sec #137247

47-351A

O.P.D.



	APPROVED	DATE
LEGAL DEPT.		
ENGR. DEPT.	<i>M. E. Miller</i>	<i>6/14/71</i>
ACCT. DEPT.		