

46-346

Distribution

EASEMENT

We, Milton B. Faulk and Betty J. Faulk, Husband and Wife Owner(s)
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"

Lots 23 thru 39 inclusive, Faulkland Heights Addition, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

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:

The South ten feet (10') of Lots Twenty Three (23) thru Twenty Six (26) inclusive and the East ten feet (10') of Lots Twenty Six (26) thru Thirty Nine (39), Faulkland Heights, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

FILED FOR RECORD 6-27-73 AT 8:40 M. IN BOOK 46 OF Miss Recs 725
PAGE 346 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY NEB.

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 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 May, 19 73.

~~SOUTHERN~~ SOUTHERN LAND & DEVELOPMENT CO.

SOUTHERN LAND & DEVELOPMENT CO.

By: Milton B. Faulk
Milton B. Faulk

By: Betty J. Faulk
Betty J. Faulk

ATTEST:

Grantors

STATE OF Nebraska

COUNTY OF Douglas

On this 24th day of May, 19 73, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Milton B. Faulk and Betty J. Faulk,
Husband and Wife

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 their voluntary act and deed for the purpose therein expressed.

NOTARY
COMMISSION
EXPIRES

Witness my hand and Notarial Seal the date above written.

Kenneth B. Schlegel
Notary Public

My Commission expires March 8, 1975

STATE OF

COUNTY OF

On this 24 day of May, 19 73, before me the undersigned, a Notary Public in and for said County, personally came

Kenneth B. Schlegel, President of Southern Land Dev. Co. (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 as a voluntary act and deed of said corporation, that the Corporate Seal of said corporation is affixed to the foregoing instrument by its authority.

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

Kenneth B. Schlegel
Notary Public

My Commission expires March 8, 1975

APPROVED BO Date 6/25/73
Dist. Eng. _____ Date _____
C & S Eng. _____ Date _____

Section 20 Township 14N Range 13E S1/4 Koch Sum
Address Faulkland Heights, 48th & Giles Road
W.O. #7099 EST. #46382

Rec #028023
A.