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SEC 35 TWP 16 RGE 9  
ADDRESS  
ENGR. E. Lushy SLSMN

OPRD Form No. 9-71-1

EASEMENT

X. We, Smith and Johnson Land Co., Limited, Ray's Valley Lakes, Inc. & Ginger Cove, Inc. (Grantor(s))  
(agent for) the real estate described as follows, and hereafter referred to as "Grantor":

Lots One (1) thru Forty-one (41), inclusive and Lots One Hundred Fifty-two (152) thru One Hundred Fifty-four (154), inclusive, Lot B and Lot C, Ginger Cove, an addition to Douglas 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:

A strip of land five feet (5') in width adjoining the side lot lines of Lots One (1) thru Forty-one (41), inclusive and Lots One Hundred Fifty-two (152) thru One Hundred Fifty-four (154), inclusive; a strip of land ten feet (10') in width, being five feet (5') on each side of a line extending from the westerly common corners of Lots Eleven (11) and Twelve (12) to the easterly common corners of Lots One Hundred Fifty-two (152) and One Hundred Fifty-three (153), all in Ginger Cove, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

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 as indicated 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 21<sup>st</sup> day of April, 19 72.

ATTEST: Smith and Johnson Land Co., Ltd.

Everett I. Smith Partner

Ray's Valley Lakes, Inc.

Ray Villarreal President

ATTEST:

Ginger Cove Inc.

Donald G. Lamp President

Grantors

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

On this 21<sup>st</sup> day of April, 19 72, before me the undersigned, a Notary Public in and for said County and State, personally appeared

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

Everett Smith, Raymond Villarreal and Donald G. Lamp

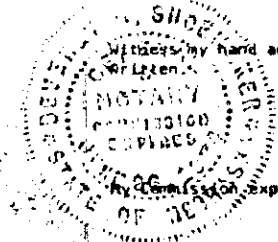
\_\_\_\_\_, President of \_\_\_\_\_, (a corporation).

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.

to me personally known to be 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 the date above

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



Raymond P. Hubbard  
Notary Public

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

7. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
2 DAY OF May 19 72 AT 10:28 AM M. G. HAROLD OSTLER, REGISTER OF DEEDS

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