

EASEMENT

47-210

I, FREEMAN COMPANY Owner(s)  
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" Garrett Add Lots One (1) thru  
Thirteen (13) of the Re-Plat of Lots 59A1A, 61A, 61B, 60D, 61C, and Parts of Lots  
60A and 59 B, Jewell Place, as surveyed, platted and recorded in 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: A strip of  
land Five feet (5') in width lying parallel to and adjacent to the side and/or rear  
lines of said Lots One (1) thru Thirteen (13) inclusive, except that said strip will  
be Ten feet (10') in width lying parallel to and adjacent to the side and/or rear  
lines of all perimeter lots within said replatting.

FILED FOR RECORD 4-23-74 AT 1:00 P.M. IN BOOK 47 OF Miss Lee's  
PAGE 210 Carl L. Hibbeln REGISTER OF DEEDS, SARPY COUNTY, NEB. 6-25

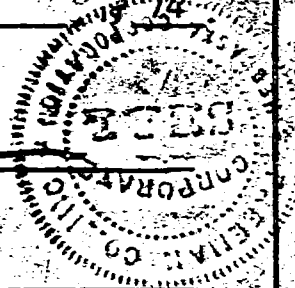
CONDITIONS:

- (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 whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 14th day of March

ATTEST:

FREEMAN CO., INC.  
*[Signature]*  
President



ATTEST:

Grantors

STATE OF NEBRASKA  
COUNTY OF SARPY

On this 14th day of March  
19 74, before me the undersigned, a Notary Public  
in and for said County and State, personally appeared

R. JOE DENNIS, President of  
FREEMAN CO., INC.  
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 NEBRASKA  
COUNTY OF SARPY

On this 14th day of March  
19 74, before me the undersigned, a Notary Public  
in and for said County, personally came

R. JOE DENNIS, President of  
FREEMAN CO., INC., (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 Bellevue,  
in said County the day and year last above written.

*[Signature]*  
VIRGINIA H. BRADY  
GENERAL NOTARY PUBLIC  
State of Nebraska  
My Commission Expires AUGUST 8, 1974

APPROVED: BD Date 4/16/74  
Dist. Engr. J Date 4/19/74

Section 25 Township 14 Range 13 Salesman Graves Engineer Pleiss  
Address \_\_\_\_\_ Est. 44857

Sec # 035861  
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