

the property described as follows: "The South Twenty Feet (20') of the West Fifteen Feet (15') of Lot One (1) of Huntington Park Addition, an addition 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, the party grantor grants to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, and the NORTHWESTERN 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 Twenty Feet (20') of the West Fifteen Feet (15') of Lot One (1) of Huntington Park Addition, in Sarpy County, Nebraska.

FILED FOR RECORD 10-21-74 AT 8:00 AM, IN BOOK 47 ON Marie Read 325

Marie Read 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 remove 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 rights.

(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 17 day of Sept, 1974.

ATTEST:

L. B. Ludwig

ATTEST:

Grantors

STATE OF Neb

COUNTY OF Sarpy

On this 17 day of September, 1974, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Charles H Smith & Nelle M

Smith (Signature)

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 herein expressed.

Witness my hand and Notarial Seal the date above written.

L. B. Ludwig  
Notary Public  
GENERAL NOTARY, State of Neb.  
My Commission expires August 12, 1976

Notary Public

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

APPROVED:  
Date Aug 12, 1976

SECTION 35 TOWNSHIP 14 RANGE 12 SALSAMON Koch PLUMMER

Est. 82.91

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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W. O. # 5503

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**INTEREST:** Omaha National Bank

**AT&T** Nicholas Senn Hospital of Omaha  
D/B/A Doctors Hospital

## St. Luke's Hospital of Omaha