

OPPD Form No. 9-71-1

Distribution

EASEMENT

I, Construction Sciences Inc. Owner(s)  
We, of (agent for) the real estate described as follows, and hereafter referred to as "Grantor":

Lots Seventeen (17); Thirty-six (36) thru Forty-one (41), inclusive, Lake Forest Estates, 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 lying adjacent to and parallel to the side lot lines of Lot Seventeen (17); Thirty-six (36) thru Forty-one (41), inclusive, Lake Forest Estates, 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, re-place and renew said facilities consisting of ~~XXXXXX~~ cable, fixtures, ~~XXXXXX~~ within a strip of land as indicated ~~XXXXXX~~
- (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 23rd day of November 19 71

ATTEST: CONSTRUCTION SCIENCES, INC.  
Charles G. Smith President  
 ATTEST: Willie M. [Signature] Secretary  
 Grantors

STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ } ss  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

STATE OF Nebraska }  
 COUNTY OF Douglas } ss  
 On this 23rd day of November, 19 71, before me the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_

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.

Charles G. Smith, President of Construction Sciences 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 the date above written.

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

Notary Public  
My Commission expires \_\_\_\_\_

[Signature] Notary Public  
 My Commission expires Aug 12, 72