

EASEMENT

I, Lutz Industries, Inc. Owner(s) of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-three (23), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

FILED FOR RECORD 12-26-73 AT 8:00 A M, IN BOOK 46 OF Map Rec.

PAGE 173 Carl L. Hebbel REGISTER OF DEEDS, SARPY COUNTY, NEB.

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, replac and renew its electric and telephone facilities over, upon, along and under the following described real estate, to wit: The West Ten feet (10') of the East Sixty feet (60') of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-three (23), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Sarpy County, Nebraska.

Should the Grantor develop the above described premises, the District hereby agrees to lower its facilities, if necessary, on existing easement area, one time, at no cost or expense to Grantor, or successor.

It is further agreed, that in the event the highway right of way is widened so that it is necessary for the District to relocate its facilities, Grantor, or successors (continued below) CONDITIONS:

- (A) Where Grantee's facilities are constructed they shall have the right to operate, maintain, repair, replace and renew said facilities consisting of ~~power~~ wires, cable, fixtures, ~~and appurtenances~~ within a strip of land as indicated above, ~~and the grantor shall not be liable for any damages to the grantor's property caused by the grantee's failure to use due care in its exercise of the granted right.~~
- (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. including damages to crops and fences.
- (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 17th day of December, 19 73.

ATTEST:

LUTZ INDUSTRIES, INC.

ATTEST:

Minnie C. Lutz Sec. By Lester J. Lutz
Grantors President

STATE OF

STATE OF Nebraska

COUNTY OF

COUNTY OF Douglas

On this 21 day of December, 19 73, before me the undersigned, a Notary Public in and for said County and State, personally appeared Minnie C. Lutz Sec.

On this 17 day of December, 19 73, before me the undersigned, a Notary Public in and for said County, personally came Lester Lutz, President of

Lutz Industries, 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.

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 his voluntary act and deed for the purpose therein expressed.

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 Seal]
Notary Public
My Commission expires Nov 28 1977

[Notary Seal]
Notary Public
My Commission expires Nov 28 1977

APPROVED: Dist. Engr. _____ Date _____ Section _____ Township _____ Range _____ Salesman _____ Engineer _____
C & S Engr. _____ Date _____ Address _____

will grant additional new right of way to allow said facilities to be placed in an area lying Five feet (5') West of the newly created highway right of way. Said additional right of way shall be granted at no additional cost or payment by the District. That the grantee will permit connection with installed line for service to facilities located on grantors land herein described.

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