

EASEMENT

I, PERSONAL STORAGE CORPORATION OF AMERICA Owner(s)  
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"

Part of Block 1, Foxley Industrial Park, a platted and recorded subdivision in Douglas County, Nebraska, more particularly described as follows: Commencing at the Southwest corner of Section 32-15-13; thence North 03°00'42" West along the West line of the Southwest Quarter of said Section 32, a distance of 30.00 feet to a point on the North right-of-way line of "F" Street; thence North 86°44'52" East a distance of 421.70 feet (CONTINUED in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the BELOW) 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:

(CONTINUED FROM ABOVE) . . . to the point of beginning; thence continuing along said course, a distance of 319.88 feet; thence North 03°15'08" West a distance of 536.42 feet to point on a curve (said point being on the right-of-way line of U.P.R.R.); thence southwesterly along a 3920.14 foot radius curve to the right an arc distance of 81.14 feet to a point of tangency; thence South 86°46'44" West along said right of way a distance of 238.68 feet; thence South 03°00'42" East a distance of 532.89 feet to the point of beginning.

SEE SKETCH ON THE REVERSE SIDE OF THIS DOCUMENT FOR LOCATION OF EASEMENT AREA.

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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Seal this 22<sup>ND</sup> day of MAY, 1973.

ATTEST: [Signature] Secretary  
 ATTEST: [Signature] President  
 Personal Storage Corporation of America



Grantors

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this 22<sup>ND</sup> day of MAY, 1973, before me the undersigned, a Notary Public in and for said County and State, personally appeared Joseph A. Zoucha and Josephine A. Zoucha President and Secretary respectively 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 and that of Personal Storage Corporation.

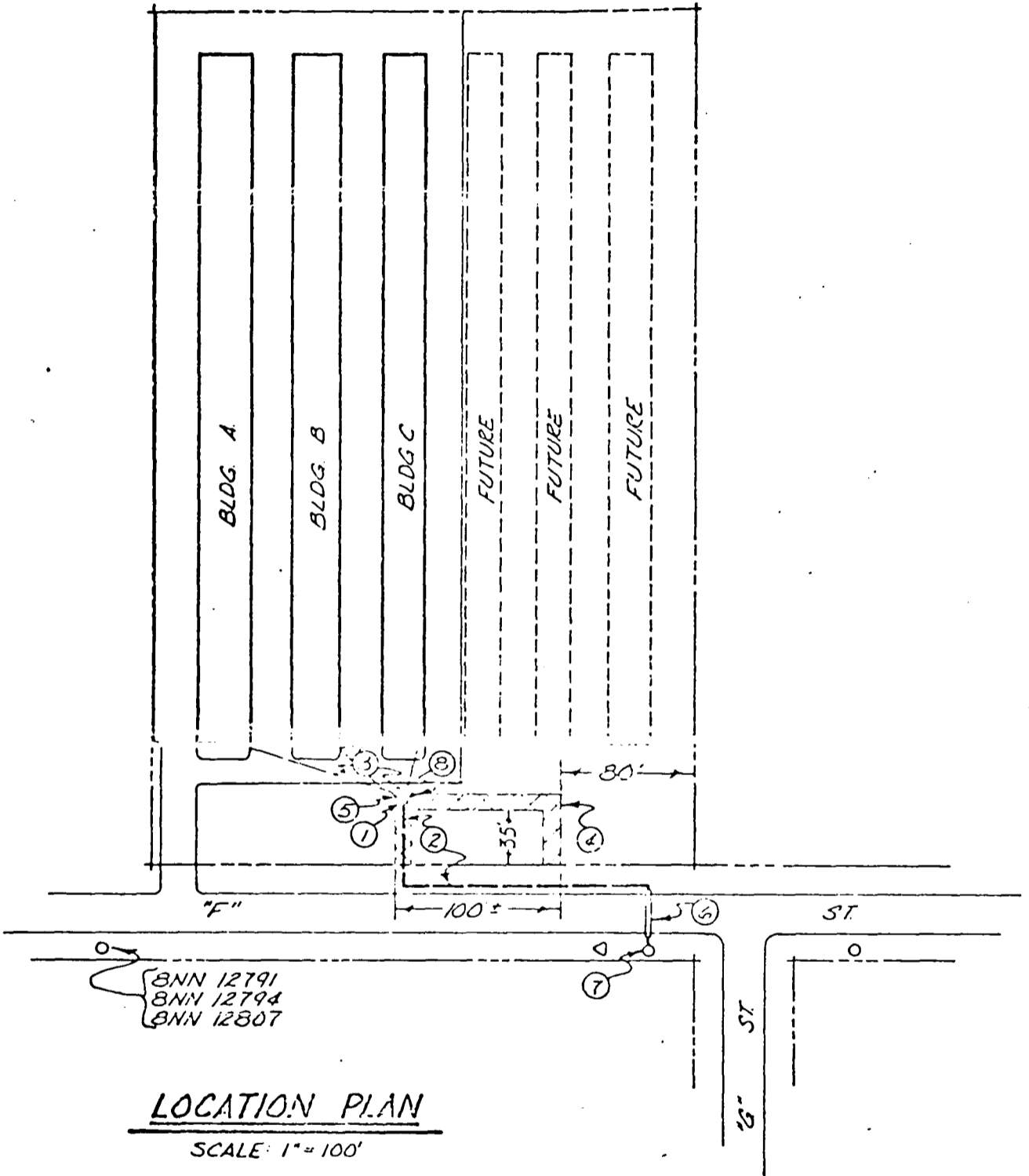
Witness my hand and Notarial Seal the date above written. Witness my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

Josephine A. Zoucha  
 Notary Public  
 JOSEPHINE A. ZOUCHA  
 GENERAL NOTARY, State of Nebr.  
 My Commission Expires  
 April 3, 1976

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

APPROVED: [Signature] Date 5/29/73 Section 35 Township 15 Range 13 Salesman C. Johnson, nee Hultman  
 C & S Eng. [Signature] Date 5/29/73 Address 45 & F Streets Est. 23352

U.P.C.C.



1. 50KVA 1Ø PM TRF ON PRECAST SLAB (BY ORPD)
2. 1-2 15KV CONC DUPL CLPE 42 PBI CABLE (BY ORPD)
3. SERVICE CONDUITS & CABLES (BY CUST)
4. 10' EASEMENT NECESSARY FOR ORPD CABLES AND EQUIPMENT
5. MIN 6" IRON PROTECTION PIPES. 42" ABOVE AND 42" BELOW GRADE. SET IN AND FILL WITH CONCRETE. 6' PIPES (BY CUST)
6. 1-3" PRI CONDUIT (BY ORPD)
7. CABLE TERMINAL HOLE (BY ORPD)
8. POWER PEDESTAL (BY ORPD)

10  
 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 31 DAY OF MAY 19 73 AT 9:40 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS  
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