

8-15-12

OPPD Form No. 9-71-1
Rev. 5-72-1DISTRIBUTION
EASEMENT

Distribution

BOOK 516 PAGE 736

I, **OLD MAPLE HILL INVESTMENT CO., a Joint Venture** Owner(s)
 of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"
 The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Eight (8), Town-
 ship Fifteen (15) North, Range Twelve (12), East of the 6th P.M., Douglas County,
 Nebraska.

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:

The East Seventeen feet (17') of the West Fifty feet (50') of the Southwest Quarter of
 the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Eight (8), Township Fifteen (15) North,
 Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska.

Movement of poles to facilitate use of property shall be done at no charge to property
 owners on a one-time basis.

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, ~~poles and structures within a strip of land~~
~~together with the right to trim or remove any trees along said line so as to provide a minimum clear-~~
 ance 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 or location of any excavation shall be made ~~without~~
~~without prior written approval of the Grantee, but the same may be used for landscaping or other purposes that do not~~
~~interfere with the granted easement.~~

(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 13 day of December, 19 75

ATTEST:

ATTEST:

Old Maple Hill Investment Co., a Joint Venture

Grantors

STATE OF

COUNTY OF

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

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

COUNTY OF

On this 13 day of December,
 19 75, before me the undersigned, a Notary Public
 in and for said County, personally came _____

Old Maple Hill Investment Co., a corporation, President of

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 the authority.

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

Notary Public

My Commission expires _____

APPROVED:

Dist. Engr. _____ Date _____

Section _____ Township _____ Range _____

Salesman _____

C & S Engr. _____ Date 12-15-75

Address _____

ENTERED IN THE INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

18 DAY OF December, 19 75 AT 10:30 A M. C. HAROLD OSTLER, REGISTER OF DEEDS