

13173

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

EASEMENT

BOOK 519 PAGE 313

Distribution

I, Pepper Tree Apartments, Ltd., a Limited Partnership Owner(s)
 We, (Agent for) the real estate described as follows, and hereafter referred to as "Grantor:"
 That part of the NW $\frac{1}{4}$ of Section 34, T16N, R12E of the 6th P.M., Douglas County, Nebraska
 described as follows: Beginning at a point 1033.88 feet North of and 175.0 feet West of
 the center of said Section 34, said point being on the Westerly curved R.O.W. line of
 90th Street; thence Southerly on a curve to the right (Radius being 5864.75 feet) and
 on the Westerly R.O.W. line of 90th Street, 213.0 feet; thence Northwesterly . . . (See Reverse)
 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:

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 indi-
 cated above, 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 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 whomsoever in any
 way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 21st day of February, 19 73.

PEPPER TREE APARTMENTS, LTD., a Limited
 Partnership

ATTEST:

[Signature]

[Signature]

ATTEST:

Grantors

STATE OF Nebraska

COUNTY OF Douglas

On this 21 day of February,
 19 73, before me the undersigned, a Notary Public
 in and for said County and State, personally appeared

L. Vernon Cagle, Partner of Pepper Tree
Apartments, Ltd.

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.

Witness my hand and Notarial Seal the date above
 written

Alta Greer McIntyre
 GENERAL Notary Public
 STATE OF NEBRASKA

My Commission expires October 1 1976

STATE OF

COUNTY OF

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

_____, President of _____

_____, (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 at _____,
 in said County the day and year last above written.

Notary Public

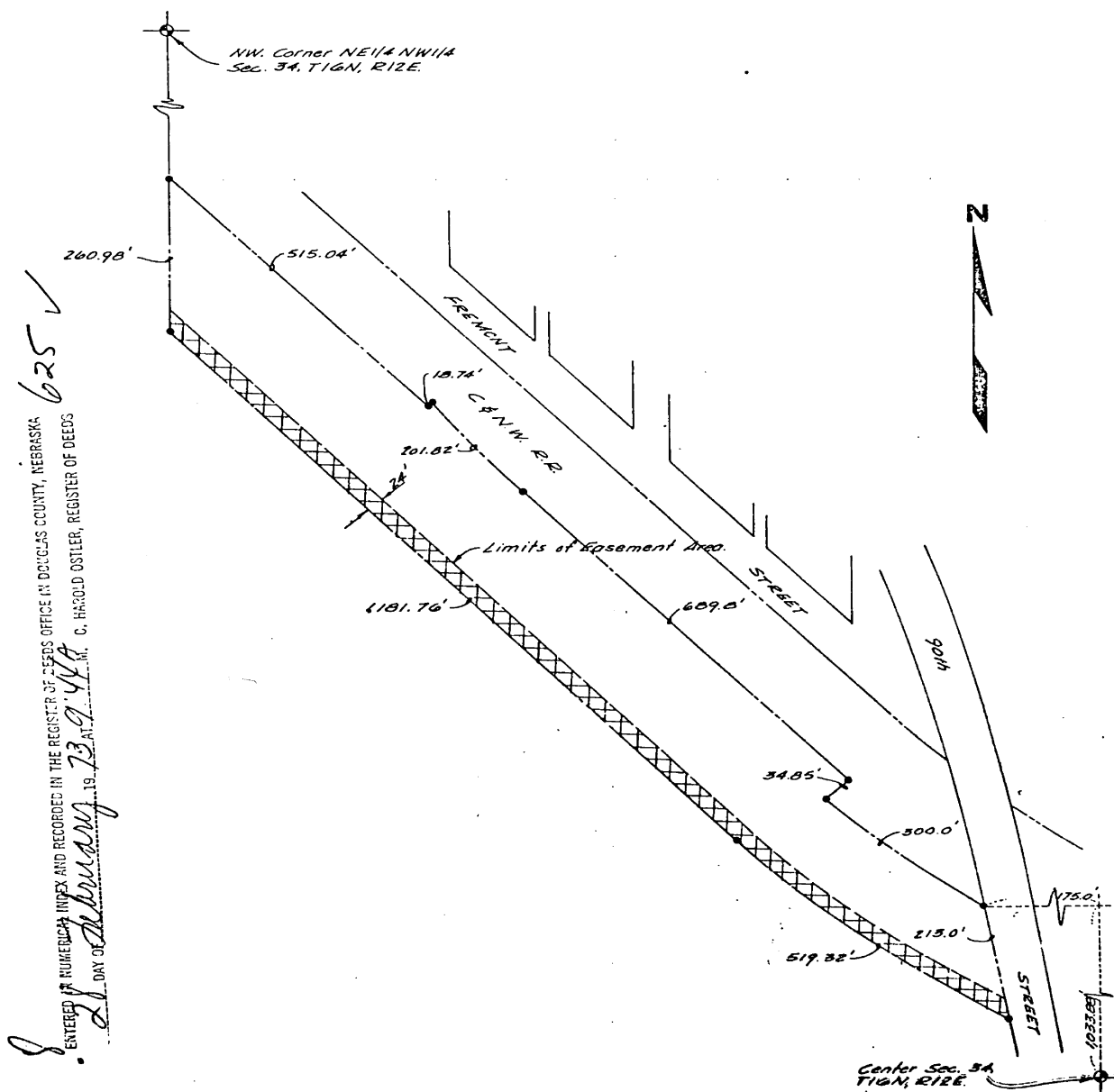
My Commission expires _____

APPROVED:

Dist. Engr. _____ Date 2-27-73

Section 34 Township 10 Range 12 Mattson Woodhead
Irvington, Nebraska

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 (CONTINUED FROM FRONT). . . on a curve to the right (Radius being 1862.28 feet) and parallel to and 225.0 feet from the centerline of the main track of C&NW Railway, 519.32 feet; thence Northwesterly on a line parallel with and 225.0 feet from the centerline of the main track of C&NW Railway 1181.76 feet to a point on the West line of NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 34; thence North on the West line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 34, 260.98 feet to a point 50.0 feet from the centerline of said main track measured at right angles from said track; thence Southeasterly on a line 50.0 feet from and parallel with centerline of said main track 515.04 feet; thence Northeasterly and at right angles to last described course 18.74 feet to a point which is 8.50 feet from centerline and normal to spur track ICC #8; thence Southeasterly on a curve to the left (Radius being 2250.15 feet) 8.50 feet from and parallel with said spur track 201.82 feet; thence Southeasterly on a line 8.50 feet from and parallel with the centerline of said spur track 658.80 feet to a point of curve; thence on a curve to the left (Radius being 1677.43 feet) 8.50 feet from and parallel with the centerline of said spur track, 31.0 feet; thence Southwesterly normal to last described course, 34.85 feet; thence Southeasterly on a curve to the left (Radius being 1712.28 feet) 75.0 feet from and parallel with the centerline of said main track 300.0 feet to a point on the Westerly curved R.O.W. line of 90th Street.



ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 28 February 1973
 C. HAROLD OSTLER, REGISTER OF DEEDS