

I, CHADWELL & SONS, INC. POOR INSTRUMENT FILED Owner(s)

of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" Part of Lot 6, Moritz Plaza, located in the SE 1/4 of Section 1, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the point of intersection of the Westerly right of way line of 137th Street and the Northerly right of way line of Millard Avenue; thence S50°48'17"W (assumed bearing), along said Northerly right of way line of Millard Avenue, . . . . continued on reverse side

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

WITNESS my hand and Notarial Seal this 28 day of June, 1973.

ATTEST:

Chadwell and Chadwell & Sons, Inc.

ATTEST:

Louis A. Thrush Secretary Grantors

STATE OF

STATE OF Nebraska

COUNTY OF

COUNTY OF Douglas

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

19 28th day of June, 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.

R. M. Chadwell, President of Chadwell & Sons, 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

Betty M. Rockwood Notary Public

My Commission expires

My Commission expires October 24, 1976

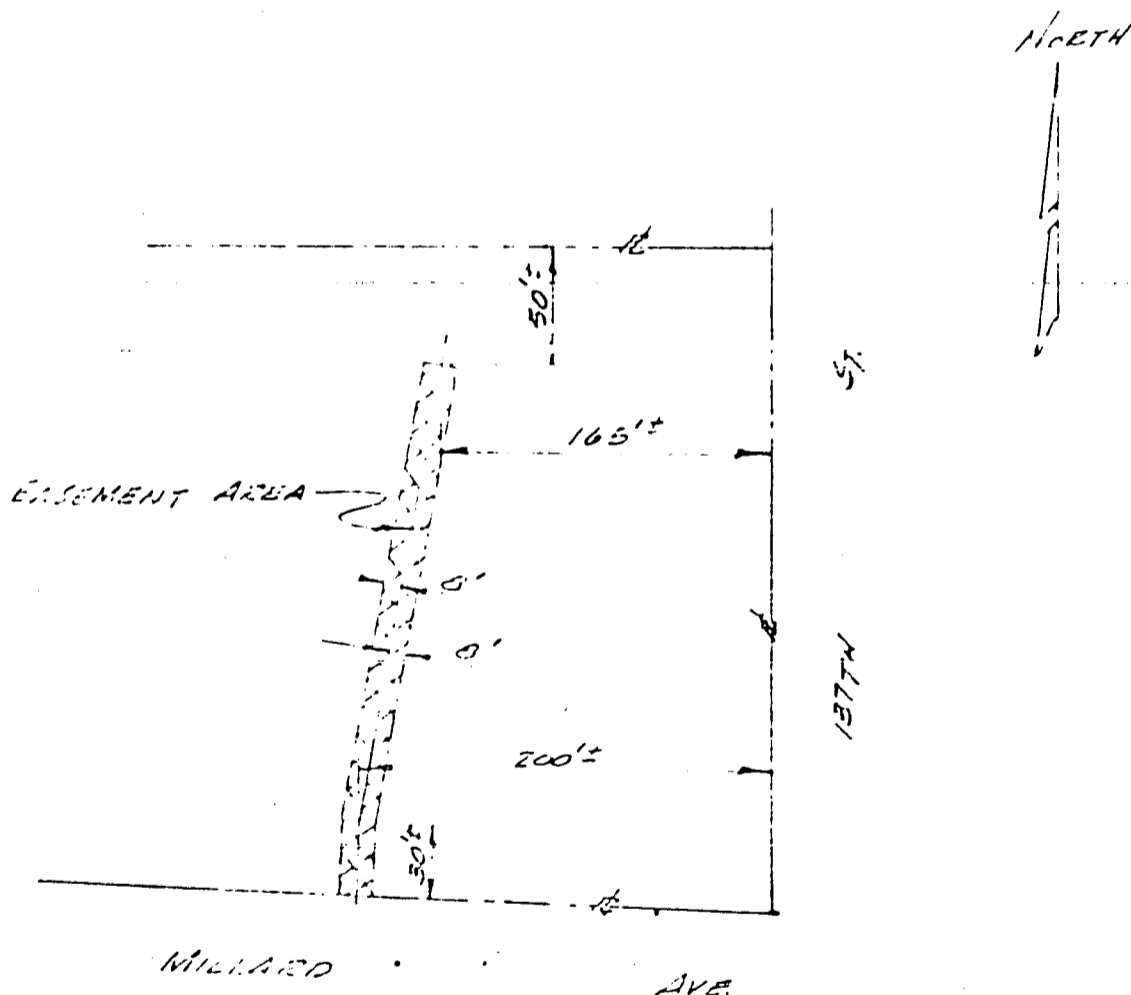
APPROVED: [Signature] Date 7/5/73 Dist. Engr. [Signature] Date 7/15/73

Section 1 Township 14 Range 11 Solesman Estey Engineer Plumber Address Est. 23220

BETTY M. ROCKWOOD GENERAL NOTARY - State of Nebr. My Commission Expires October 24, 1976

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Legal Description continued... a distance of 385.0 feet, to a point on the Westerly line of said Lot 6, Moritz Plaza, said Westerly line of Lot 6, Moritz Plaza also being the centerline of the West Papillion Creek; thence  $N33^{\circ}16'12''W$ , along said Westerly line of Lot 6, Moritz Plaza and said centerline of the West Papillion Creek, a distance of 313.88 feet to the Westerly corner of said Lot 6, Moritz Plaza; thence  $N49^{\circ}07'33''E$ , along the Northerly line of said Lot 6, Moritz Plaza, a distance of 343.31 feet to the Northerly corner of said Lot 6, Moritz Plaza, said corner being on said Westerly right of way line of 137th Street; thence  $S40^{\circ}52'23''E$ , along said Westerly right of way line of 137th Street, a distance of 322.41 feet to the point of beginning.



THE STATE OF NEBRASKA }  
 Douglas County } ss.  
 Entered in Numerical Index and filed  
 for Record in the office of the Register of  
 Deeds of said County and recorded in  
 Book 524 of Map.  
 Page 359

*E. Harold Carter*  
 Register of Deeds

By \_\_\_\_\_  
 Deputy

MAIL *[Signature]*  
 N 73-798 G.P.N.-P.G.  
 Compared For 625

C. HARPER OSTLER  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEBR.

1973 JUN 11 AM 10 06

RECEIVED

*1st Misc*  
*[Signature]*