

I, SHELDON J. HARRIS and SYDNEY A. GOODMAN Owner(s)  
We, \_\_\_\_\_ of (agent for) the real estate described as follows, and hereafter referred to as "Grantor:"

A part of Lot 1, Block 16, Mockingbird Hills, a subdivision located in the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 14 North, Range 12 East, of the 6th P.M., Douglas County, Nebraska more particularly described as follows: Commencing at the Northwest corner of said Lot 1, Block 16, Mockingbird Hills; thence S00°42'27"E (assumed bearing), along the East right-of-way line of 96th Street, a distance of 175.00 feet, to 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:

(CONTINUED FROM ABOVE)

the point of beginning; thence N89°17'33"E, a distance of 130.94 feet; thence N44°47'48"E, a distance of 57.24 feet; thence N00°38'03"E, a distance of 130.94 feet, to a point on the South right-of-way line of "L" Street; thence S89°21'57"E, along said South right-of-way line of "L" Street, a distance of 245.00 feet; thence S00°38'03"W, a distance of 156.33 feet; thence S44°57'48"W, a distance of 420.56 feet, to a point on the Northerly line of Lot 135, Mockingbird Hills Replat II; thence S89°17'33"W, along said Northerly line of Lot 135, Mockingbird Hills, Replat II, a distance of 115.38 feet, to a point on said East right of way line of 96th Street; thence N00°42'27"W, along said East right-of-way line of 96th Street, a distance of 285.00 feet, to the point of beginning.

- (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 30th day of June, 19 72.

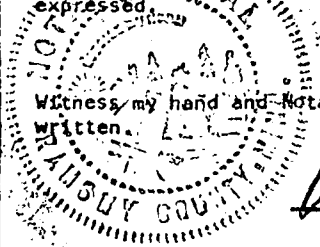
ATTEST:

\_\_\_\_\_  
 ATTEST: Sheldon J. Harris  
Sydney A. Goodman  
 Grantors

STATE OF MINNESOTA  
COUNTY OF HENNEPIN  
On this 30th day of JUNE, 19 72, before me the undersigned, a Notary Public in and for said County and State, personally appeared

SHELDON J. HARRIS  
SIDNEY A. GOODMAN

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.



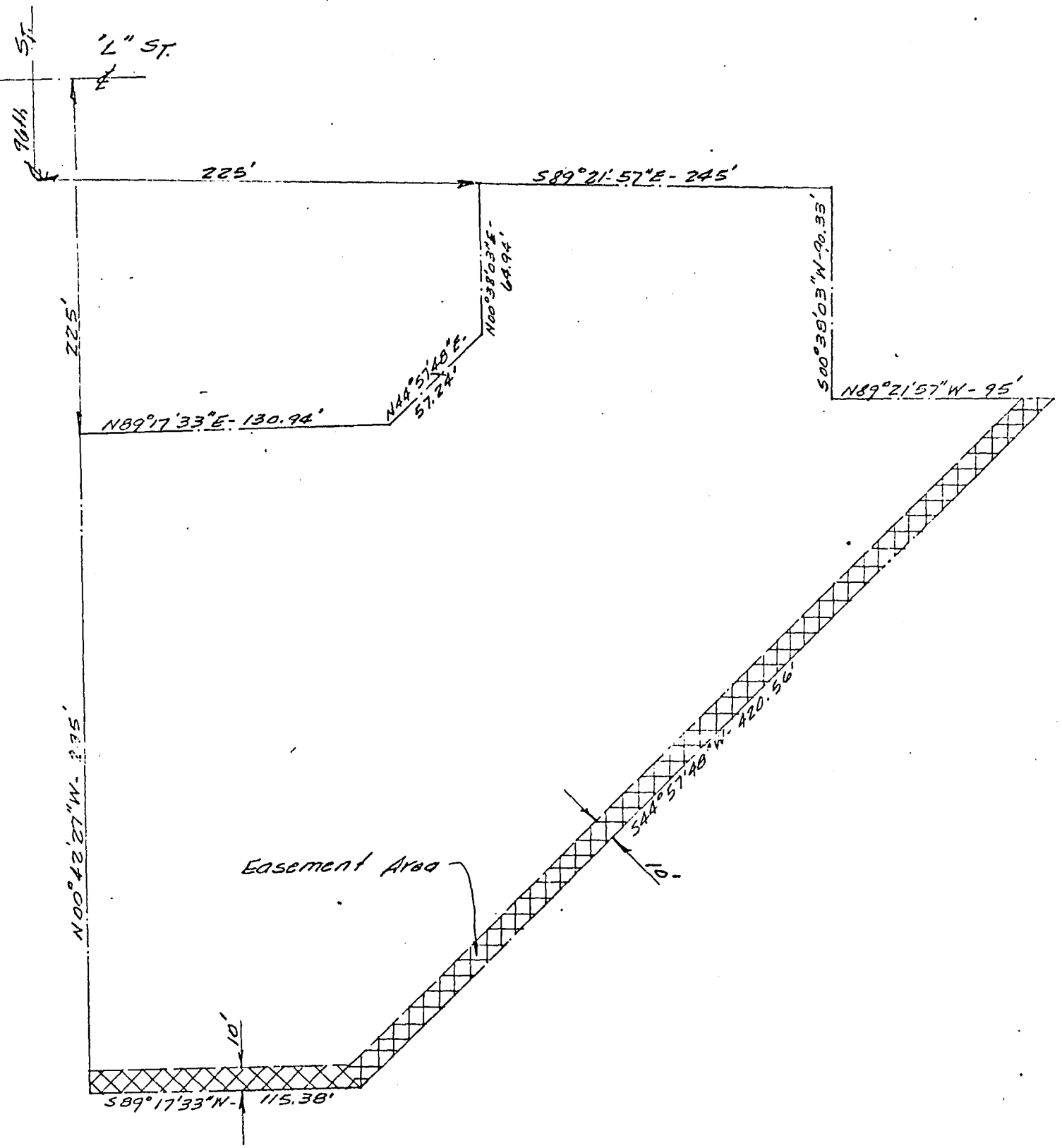
Witness my hand and Notarial Seal the date above written.  
Herschel Caplan  
Notary Public  
My Commission expires \_\_\_\_\_  
Notary Public, Ramsey County, Minn.  
My Commission Expires April 26, 1975.

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



Easement Area

3  
 RECEIVED  
 REGISTER  
 CLERK OF DEEDS  
 DUGLAS COUNTY, NEBR.  
 JUL 13 1938  
 3  
 319

THE STATE OF NEBRASKA  
 Douglas County  
 Entered in Bureau of Deeds  
 for Record in the Office of the Register  
 Deeds of said County and recorded  
 Book 512 of Plat  
 Page 97

*E. Harold Ostler*  
 Register of Deeds

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

MAIL  
 N 75-487 G.P.M.-P.G.  
 Compared \_\_\_\_\_ Fee 6.25

75  
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