

We, D. J. Dussman & J. H. Beeler Owner(s)  
 (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" A part of Lots One  
 (1), Two (2) and Three (3), Pacific Plaza Replat, a Replat of Lot Ten (10), Pacific Plaza  
 Addition, an addition to Douglas County, Nebraska, more particularly described as follows:  
 Beginning at the Northwest corner of said Lot One (1), Pacific Plaza Replat; thence  
 S89°59'44"E along the North line of said Lot One (1), Pacific Plaza Replat, a distance of  
 One Hundred Eighty-three feet (183.0') to the Northeast (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 26<sup>TH</sup> day of November, 19 73.

ATTEST:  
 \_\_\_\_\_  
 ATTEST:  
 \_\_\_\_\_  
 Grantors

*D. J. Dussman*  
*J. H. Beeler*

STATE OF Nebraska  
 COUNTY OF Douglas  
 On this 26<sup>TH</sup> day of November,  
 19 73, before me the undersigned, a Notary Public  
 in and for said County and State, personally appeared  
D. J. Dussman &  
J. H. Beeler

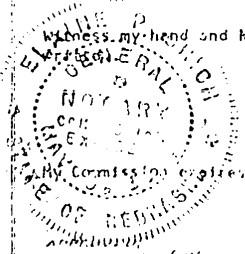
STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 On this \_\_\_\_\_ day of \_\_\_\_\_,  
 19 \_\_\_\_\_, before me the undersigned, a Notary Public  
 in and for said County, personally came \_\_\_\_\_  
 \_\_\_\_\_, President of

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.

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

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

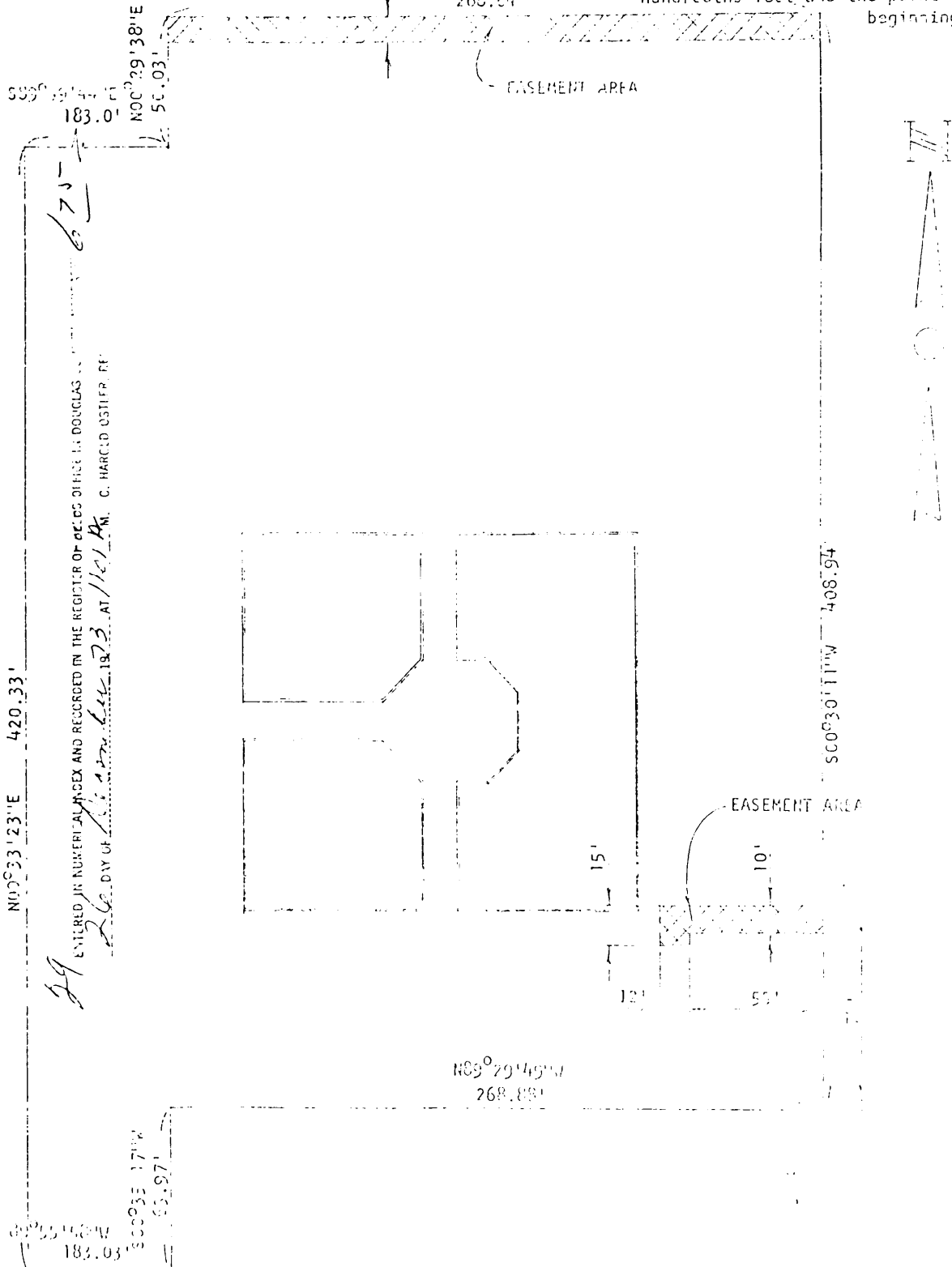


Elaine P. Ulrich  
 Notary Public

\_\_\_\_\_  
 Notary Public

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

Legal Description continued.....corner of said Lot One (1), Pacific Plaza Replat, thence  $N00^{\circ}29'38''E$ , along the West line of said Lot Two (2), Pacific Plaza Replat, a distance of Fifty and Three Hundredths feet (50.03'); thence  $N59^{\circ}59'40''E$ , a distance of Two Hundred Sixty-eight and Sixty-four Hundredths feet (268.64'), to a point on the West right of way line of 119th Street; thence  $S00^{\circ}30'11''W$ , along said West right of way line of 119th Street, a distance of Four Hundred Eight and Ninety-four Hundredths feet (408.94'); thence  $N89^{\circ}29'49''W$ , a distance of Two Hundred Sixty-eight and Eighty-eight Hundredths feet (268.88'), to a point on the West line of said Lot Three (3), Pacific Plaza Replat; thence  $S00^{\circ}35'17''W$ , along said West line of Lot Three (3), Pacific Plaza Replat, a distance of Sixty-three and Twenty-seven Hundredths feet (63.97'); thence  $S89^{\circ}55'58''W$ , a distance of One Hundred Eighty-three and Three Hundredths feet (183.03'), to a point on the East right of way line of 120th Street, thence  $N00^{\circ}33'23''E$ , a distance of Four Hundred Twenty and Thirty-two Hundredths feet and the point of beginning.



ENTRERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE OF DOUGLAS COUNTY, NEB. AT 11:01 AM. C. HAROLD OSTLER, RE.  
 26  
 29

$S00^{\circ}35'17''W$   
 183.03'  
 $S89^{\circ}55'58''W$   
 63.97'

$S00^{\circ}30'11''W$  408.94'

$N89^{\circ}29'49''W$   
 268.88'

EASEMENT AREA

EASEMENT AREA

