

73 - 396 / 397
RIGHT-OF-WAY EASEMENT

I, Harland L. Mossman, Jr. Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

A part of Lots 1, 2, and 3, Pacific Plaza Replat, a replat of part of Lot 10, Pacific Plaza Addition, a subdivision located in the Northwest Quarter (NW¹) of Section Twenty-nine (29), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: (on reverse side of document).

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, its successors and assigns, collectively referred to as "Grantees", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

See sketch on the reverside side of this document for easement area.

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities 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) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/hor its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 28 day of May, 1976.
Harland L. Mossman Jr.

STATE OF _____
COUNTY OF _____
On this _____ day _____, 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 _____ voluntary act and deed
for the purpose therein expressed.

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

NOTARY PUBLIC

My Commission expires: _____

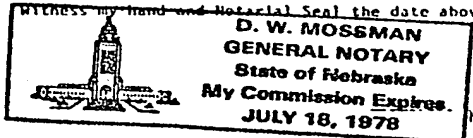
Transmission Engineer B.G. Date 6/2/76

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.

Section 29 Township 15 North, Range 12 East

STATE OF _____
COUNTY OF _____
On this 28 day of May, 1976,
before me the undersigned, a Notary Public in and for said County and
State, personally appeared Harland L. Mossman
_____ personally to me known to be the identical person(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.



My Commission expires: _____

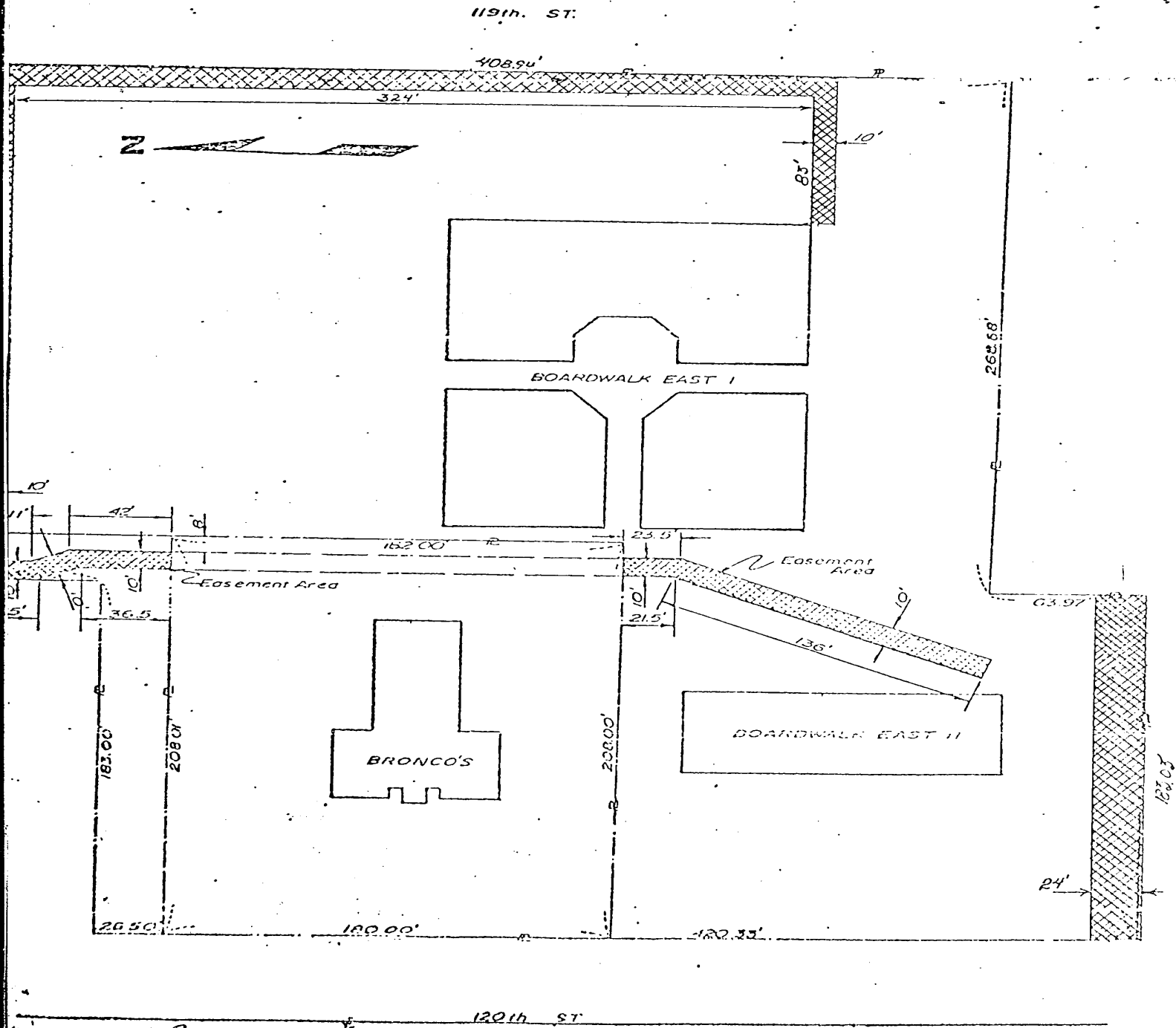
Contract and Specifications Engineer DK Date 6/1/76

Subscribed by Harstman Engineer Rokicki, #27882, U.O. # 3281

Beginning at the Northwest corner of said Lot 1, Pacific Plaza Replat; thence S89°59'43"E, along the North line of said Lot 1, Pacific Plaza Replat, a distance of 133.03 feet, to the Northeast corner of said Lot 1, Pacific Plaza Replat; thence N00°29'33"E, along the West line of said Lot 2, Pacific Plaza Replat, a distance of 59.03 feet; thence N39°57'40"E, a distance of 268.64 feet, to a point on the West right-of-way line of 119th Street; thence S00°30'11"W, along said West right-of-way line of 119th Street, a distance of 408.91 feet; thence N89°29'49"W, a distance of 262.33 feet, to a point on the West line of said Lot 3, Pacific Plaza Replat; thence S00°35'17"W, along said West line of Lot 3, Pacific Plaza Replat, a distance of 63.97 feet; thence S 89°55'53"W, a distance of 133.03 feet, to a point on the East right-of-way line of 120th Street; thence N00°33'23"E, along said East right-of-way line of 120th Street, a distance of 420.33 feet, to the Point of Beginning.

Said tract of land contains an area of 4.280 acres, more or less.

POOR COPY FILED



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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 675
21 DAY OF June 19 76 AT 2 40 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS