EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM M. GIBBONS, Trustee of the Property of the CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, Debtor, as [illegible] (hereinafter referred to as "Grantor"), acting pursuant to Court Order No. [illegible], dated [illegible] 1980, entered by the United States District Court for the Northern District of Illinois, Eastern Division, in the Matter of the Chicago, Rock Island and Pacific Railroad Company, Debtor No. 75 B 2597, and pursuant to every other power and authority to him pertaining, in consideration of the sum of TEN AND 00/100 ($10.00) DOLLARS and other good and valuable consideration in hand paid, does hereby convey and quitclaim unto

Omaha Public Power District

(hereinafter referred to as "Grantee"), a nonexclusive easement for wires, strung separately, or contained in a cable or conduit, which wires shall carry electric current no greater than 69 KV or communications, and for no other purpose, together with the necessary poles, crossarms, guy wires or other fixtures appurtenant thereto, (hereinafter referred to as "wire line"), along the course indicated in hatched lines on the print attached hereto marked Exhibit "A" and by reference made a part hereof, in the County of Sarpy, State of Nebraska, described on Exhibit "B" attached hereto and by reference made a part hereof.

Grantee's use of the property (herein described "premises") is made subject to the following terms and conditions which are deemed covenants and shall run with the land:

1. Grantee shall construct, replace, repair, maintain and operate said wire line in accordance with the standards and guidelines set forth in the National Electrical Safety Code as promulgated by the American National Standards Institute, Inc. or its successor organization, provided that such standards and guidelines meet the minimum standards required by law.

2. The Grantee shall construct the necessary poles, crossarms, guy wires, braces, conduits or other fixtures as may be deemed necessary in such a manner so as not to interfere with rail operations, including, but not limited to, clearance of railroad equipment and adequate protection to prevent any induced, foreign or returned voltages and currents.

3. Should the construction, maintenance, operation or presence of said wire line necessitate any change or alteration in the location or arrangement of any other wires or improvements owned or possessed by Grantor or his grantee(s), or should it, for reasons of safety or as a result of railroad operations, become necessary to repair or change the locations, elevation or method of construction of said wire line or any part thereof, the Grantee shall do such work at its sole expense upon receipt of a written request so to do made upon it by the Grantor, provided that, if the servient estate is owned by the contiguous landowner(s) (other than a railroad), Grantee shall not be obligated to bear the cost of relocation, when a request for relocation is made by such landowner(s).

4. Grantor shall permit Grantee reasonable right of entry for the purpose of constructing, replacing, repairing, maintaining and operating said wire line.

5. Grantee shall pay the entire cost of constructing, replacing, repairing, maintaining and operating said wire line. All of said work shall be done in a good and workmanlike manner and in accordance with the plans, specifications and profiles, specifically including date of commencement of work, to be prepared by Grantee and submitted for approval to Grantor; and, except in emergencies, until such approval is first had, and such approval shall not be unreasonably withheld, said work upon Grantor's premises shall not be commenced by Grantee. Grantor reserves the right to have a representative present, but in no way waives any rights under this Easement Grant by failing to have said representative present.

FILED SARPY CO., NE 15.50
BOOK 57 OF Misc Rec
PAGE 224
1984 APR 11 AM 10:46