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 Return to:
 NP Dodge Land Development, Inc.
 8701 W. Dodge Rd., Ste. 300
 Omaha, NE 68114

#606

Copy to:
 James E. Lang
 11306 Davenport Street
 Omaha, NE 68154

FILED FOR RECORD 1-28-99 AT 10:14 A.M.
 IN BOOK 52 OF 114 PAGE 726
 REGISTER OF DEEDS, CASS CO., NE Patricia Masing
Rec # 606 \$72.00

**GRANT OF PERMANENT POWER AND TELEPHONE
 RIGHT-OF-WAY EASEMENT AND
 RELEASE OF EXISTING POWER AND TELEPHONE
 RIGHT-OF-WAY EASEMENT**

THIS INDENTURE made this _____ day of _____, 1998, between BAY HILLS LIMITED PARTNERSHIP, a Nebraska Limited Partnership, hereinafter referred to as "Bay Hills", Falcone Enterprises, Inc., a Nebraska corporation, hereinafter referred to as "Falcone", and THE OMAHA PUBLIC POWER DISTRICT, a public corporation, and its successors and assigns, and LINCOLN TELEPHONE AND TELEGRAPH COMPANY, a corporation, and its successors and assigns, hereinafter collectively referred to as the "Grantees", Aliant Communications Co., formerly known as THE

WITNESSETH:

**GRANT OF PERMANENT POWER AND
 TELEPHONE RIGHT OF WAY EASEMENT**

That Bay Hills, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the Grantees, and their respective successors and assigns, an easement and right-of-way to survey, construct, reconstruct, inspect, repair, replace, maintain and operate, overhead and underground service lines, wires and conduits and other overhead and underground instrumentalities for the carrying and transmission of electric current for light, heat and power, and for the transmission of signals and sounds of all kinds and the reception thereof, over, through, under, in and across the real property described as follows:

The following tracts in Buccaneer Bay, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska, and being described as follows:

See Exhibits "A", "B" and "C" attached hereto and by reference made a part hereof for the legal descriptions of the easements and right-of-ways (herein referred to as the "Bay Hills Easement Areas" and collectively with the Falcone Easement Areas described below as the "Easement Areas").

That Falcone, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the Grantees, and their respective successors and assigns, an easement and right-of-way to survey, construct, reconstruct, inspect, repair, replace, maintain and operate, overhead and underground service lines, wires and conduits and other overhead and underground instrumentalities for the carrying and transmission of electric current for light, heat and power, and for the transmission of signals and sounds of all kinds and the reception thereof, over, through, under, in and across the real property described as follows:

The following tracts in Buccaneer Bay, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska, and being described as follows:

See Exhibits "D" and "E" attached hereto and by reference made a part hereof for the legal descriptions of the easements and right-of-ways (herein referred to as the "Falcone Easement Areas" and collectively with the Bay Hills Easement Areas as the "Easement Areas").

TO HAVE AND TO HOLD said Easements and Right-of-Ways unto the said Grantees, and their successors and assigns.

1. Bay Hills and its successors and assigns shall not at any time erect, construct or place on or below the surface of the Bay Hills Easement Areas any building or structure, and shall not permit anyone else to do so, without the prior written consent of the Grantees, however, notwithstanding the foregoing, Bay Hills, and its successors and assigns, shall be permitted to install hard surfaced driveways, trees, grass, sod, bushes and landscaping within the Bay Hills Easement Areas.

2. Falcone and its successors and assigns shall not at any time erect, construct or place on or below the surface of the Falcone Easement Areas any building or structure, and shall not permit anyone else to do so, without the prior written consent of the Grantees, however, notwithstanding the foregoing, Falcone, and its successors and assigns, shall be permitted to install hard surfaced driveways, trees, grass, sod, bushes and landscaping within the Falcone Easement Areas.

3. The Grantees shall have the right of ingress and egress across the Easement Areas in order to carry out the purposes of the easement grant described herein. Such ingress and egress shall be exercised in a reasonable manner.

4. The Grantees shall restore the Easement Areas to its original contour and condition within a reasonable period of time after the work described herein is performed. Thereafter, in the event it becomes necessary to repair, remove or replace said lines, cables, appurtenances or facilities, the Grantees shall have the right to remove such pavement, trees, crops, grass or shrubbery and said premises shall thereafter be restored by the Grantees and their successors and assigns, to the condition that existed before said removal within a reasonable period of time.

5. Bay Hills is the lawful possessor of the Bay Hills Easement Areas; has good, right, and lawful authority to make such conveyance; and Bay Hills and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantees forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance of the Bay Hills Easement Areas.

6. Falcone is the lawful possessor of the Falcone Easement Areas; has good, right, and lawful authority to make such conveyance; and Falcone and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantees forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance of the Falcone Easement Areas.

RELEASE OF EXISTING POWER AND TELEPHONE RIGHT-OF-WAY EASEMENTS

IN CONSIDERATION of the grant of the Permanent Power and Telephone Right-of-Way Easement described herein, the Omaha Public Power District, a public corporation, and the Lincoln Telephone & Telegraph Co., a corporation, hereby release the existing Right-Of-Way Easement executed by Buccaneer Bay, Inc. in favor of the Grantees, dated July 22, 1975 and filed on August 29, 1975 in Book 17 at Page 544 of the Miscellaneous Records of Cass County, Nebraska, except, Grantees do not release the easement over that portion of Lot 1C, Buccaneer Bay, a subdivision in Cass County, Nebraska, described and shown in Exhibit "F" attached hereto, and the easement over that portion of Lot 1C, Buccaneer Bay, a subdivision in Cass

County, Nebraska, described in Exhibit "F" attached hereto, is hereby retained for the benefit of the Grantees, and their successors and assigns, pursuant to the terms of such easement. The Grantees, and each of them, hereby represent to Bay Hills and Falcone that they are the holders and owners of such easement, and that they have the right to release the portion of such easement in the manner set forth herein.

This Grant of Permanent Power and Telephone Right-of-Way Easement and Release of Existing Power and Telephone Right-of-Way Easement, as described above, shall be effective upon the date that the last party to this agreement executes this document.

IN WITNESS WHEREOF, Bay Hills, Falcone and Grantees have executed this Grant of Permanent Power and Telephone Right-of-Way Easement and Release of Existing Power and Telephone Right-of-Way Easement on the dates shown below and is effective on the above date.

GRANTOR:

BAY HILLS LIMITED PARTNERSHIP,
a Nebraska Limited Partnership

By: Dodge Land Co., a Nebraska
Corporation, the sole General Partner

By: W. L. Morrison, Jr.
W. L. Morrison, Jr., President Date

FALCONE ENTERPRISES, INC.,
a Nebraska Corporation

By: Brian T. Falcone
Brian T. Falcone, President Date

GRANTEES:

OMAHA PUBLIC POWER DISTRICT,
a Public Corporation

By: William D. Blum 2/19/98
Its: VP President Date

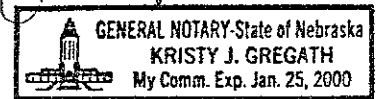
Aliant Communications Co.
formerly known as
THE LINCOLN TELEPHONE & TELEGRAPH CO.,
a Corporation

By: Robert J. Taylor
Its: VP-CFO 2-30-98
Date

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

This instrument was acknowledged before me on February 18, 1998, by W.L. Morrison, Jr., President of Dodge Land Co., a Nebraska corporation, the general partner of Bay Hills Limited Partnership, a Nebraska Limited Partnership, and acknowledged same to be the voluntary act and deed of said partnership.

Kristy J. Gregath
Notary Public



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

This instrument was acknowledged before me on FEBRUARY 19, 1998, by Brian T. Falcone, President of Falcone Enterprises, Inc., a Nebraska corporation, and acknowledged same to be the voluntary act and deed of said corporation.



Barbara M. Hammond
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

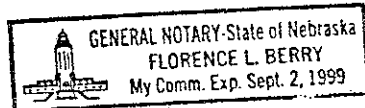
This instrument was acknowledged before me on February 19th, 1998, by William D. Dermeyer, Vice President of Omaha Public Power District, a Public Corporation, and acknowledged same to be the voluntary act and deed of said corporation.

Larry J. Hagan
Notary Public



STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS.

This instrument was acknowledged before me on MARCH 30, 1998, by ROBERT L. TYLER, SRP-CFO of Lincoln Telephone & Telegraph Co., a Corporation, and acknowledged same to be the voluntary act and deed of said corporation.
Aliant Communications Co., formerly known as The



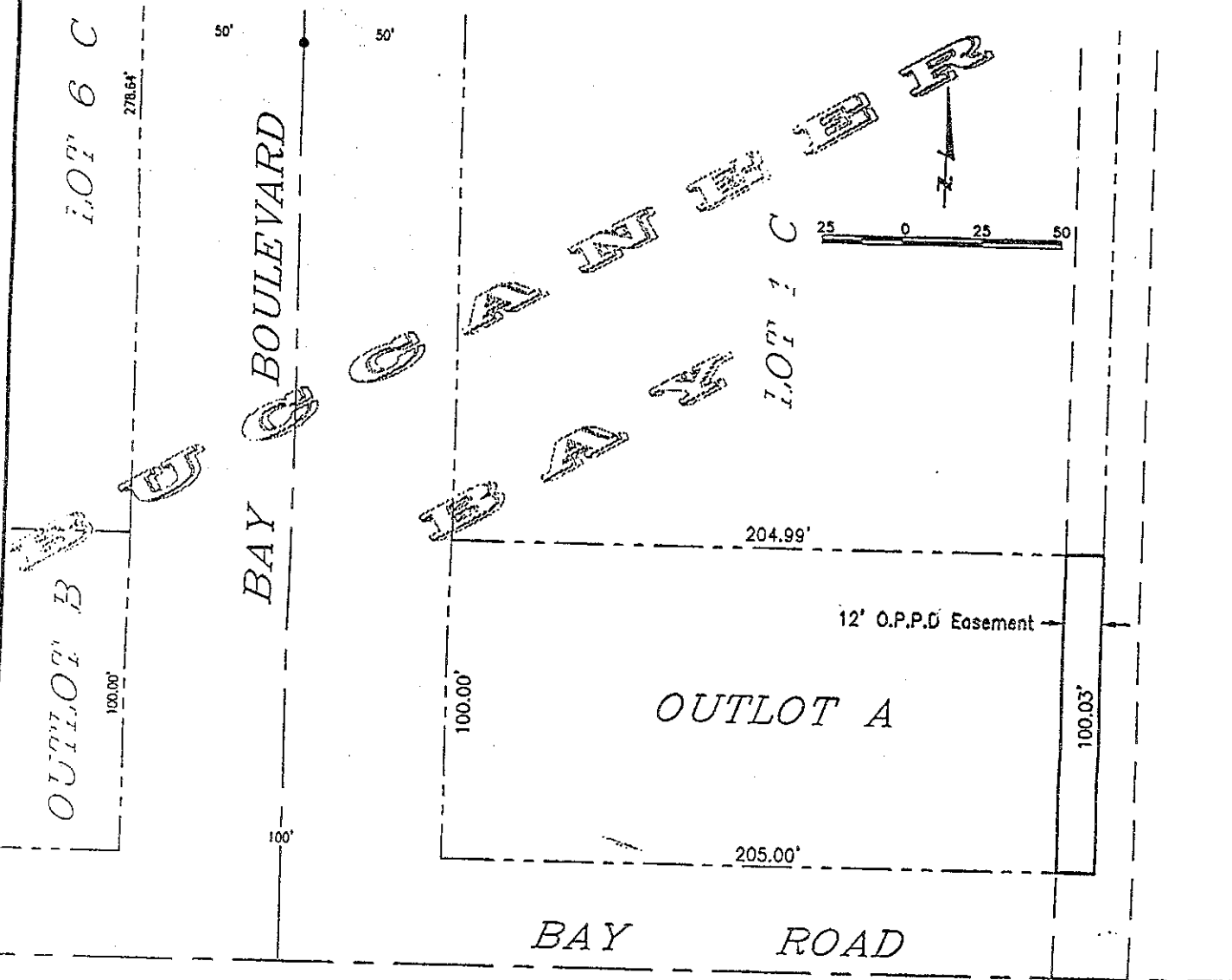
Florence L. Berry
Notary Public

F:\AGREESREALAEASEMTBAYHILLS.EAS

BHCP

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over the east twelve feet of Outlot A, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska. Containing 1200 square feet.



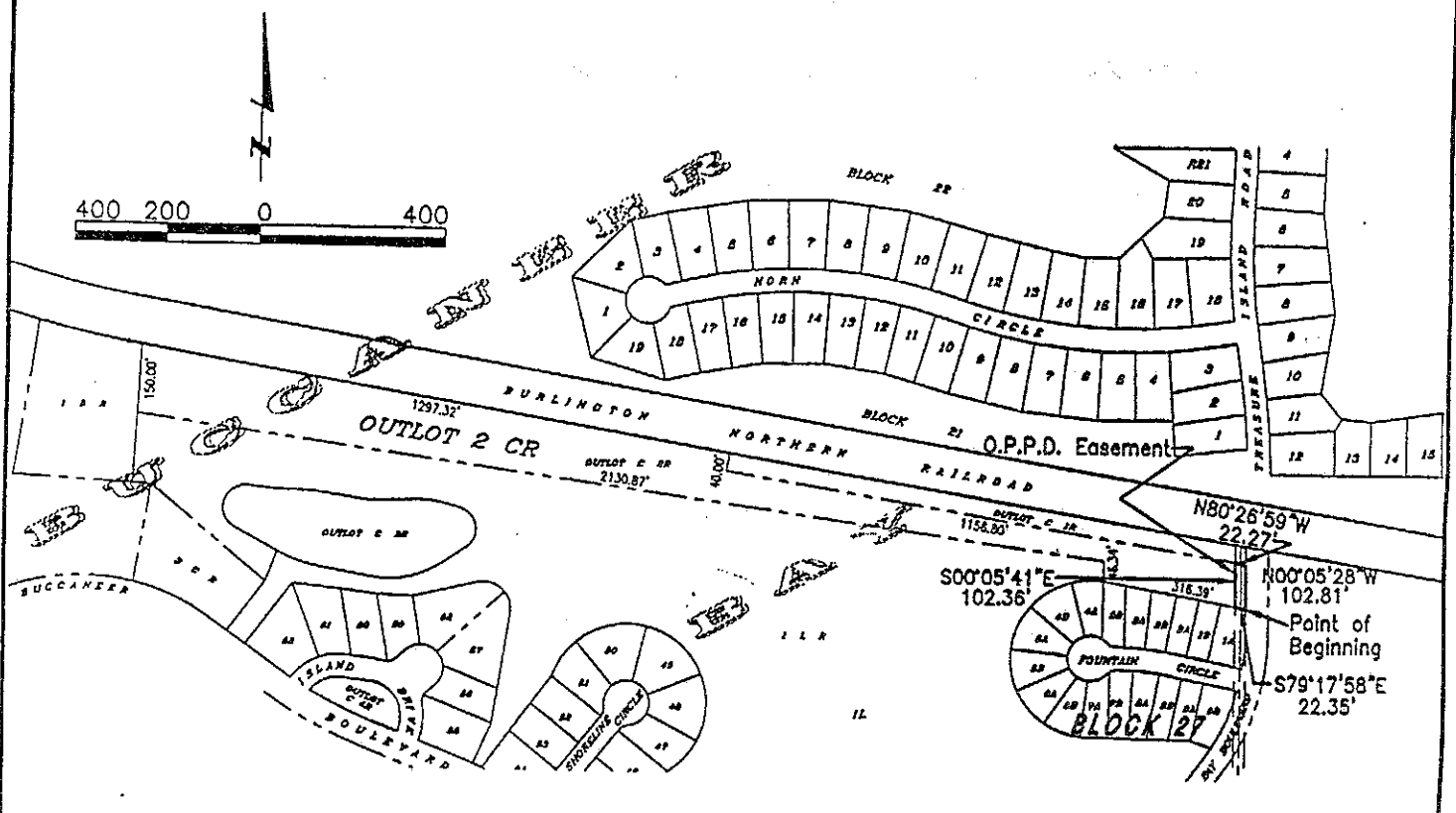
Book _____ Page _____ Date February 18, 1997 Dwn.By JHYD Job Number 92047-1450

lamp, ryneason & associates, inc. 9247E110.Dwg
 engineers surveyors planners
 14747 oalifornia street omaha, nebraska 68154-1979 402-498-2498
 EXHIBIT "A" FAX 402-498-2730

JHLD

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Outlot C 2R, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:
 Beginning at the southeast corner of said Lot C 2R, Block 27, BUCCANEER BAY;
 Thence North 00°05'28" West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 102.81 feet along the east line of Lot C 2R, Block 27, BUCCANEER BAY, to the northeast corner of Lot C 2R, BUCCANEER BAY;
 Thence North 80°26'59" West for 22.27 feet;
 Thence South 00°05'41" East for 102.36 feet to the south line of Lot C 2R, Block 27, BUCCANEER BAY;
 Thence South 79°17'58" East for 22.35 feet to the Point of Beginning.
 Containing 2252 square feet.



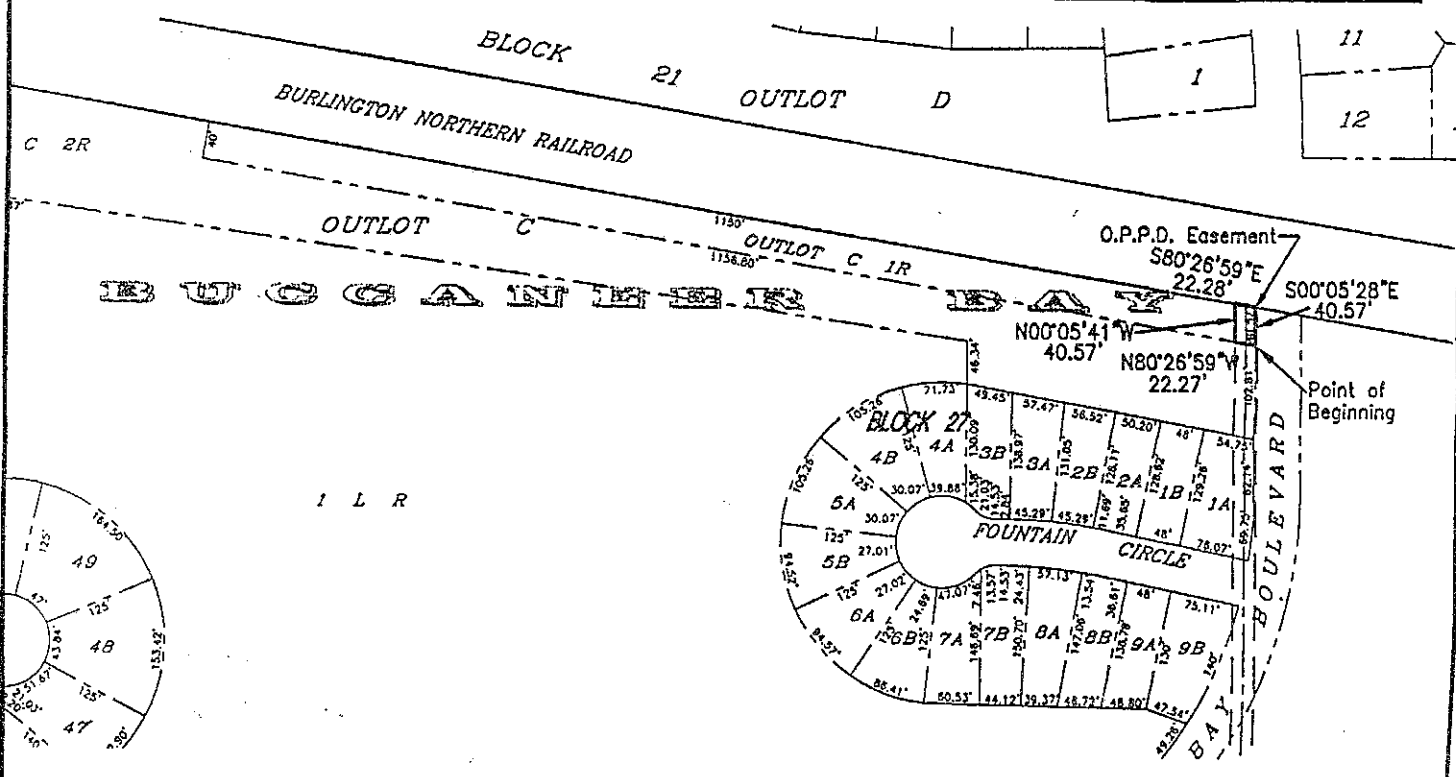
Book _____ Page _____ Date February 18, 1997 Dwn.By JHVD Job Number 92047-1450

lamp, rynearson & associates, inc.
 engineers surveyors planners
 14747 california street omaha, nebraska 68154-1979 402-496-2498
 EXHIBIT "B" FAX 402-496-2790

BH28

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Outlot C 1R, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:
 Beginning at the southeast corner of said Lot C 1R, Block 27, BUCCANEER BAY;
 Thence North 80°26'59" West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 22.27 feet along the south line of Outlot C 1R, Block 27, BUCCANEER BAY;
 Thence North 00°05'41" West for 40.57 feet to the south right of way line of the Burlington Northern Railroad;
 Thence South 80°26'59" East for 22.28 feet to the west right of way line of Bay Boulevard;
 Thence South 00°05'28" East for 40.57 feet to the Point of Beginning.
 Containing 891 square feet.



Book _____ Page _____ Date February 18, 1997 Dwn.By JHVD Job Number 92047-1450

lamp, ryneason & associates, inc.
 engineers surveyors planners
 14747 california street omaha, nebraska 68154-1979 402-496-2498
 EXHIBIT "C" FAX 402-496-2730

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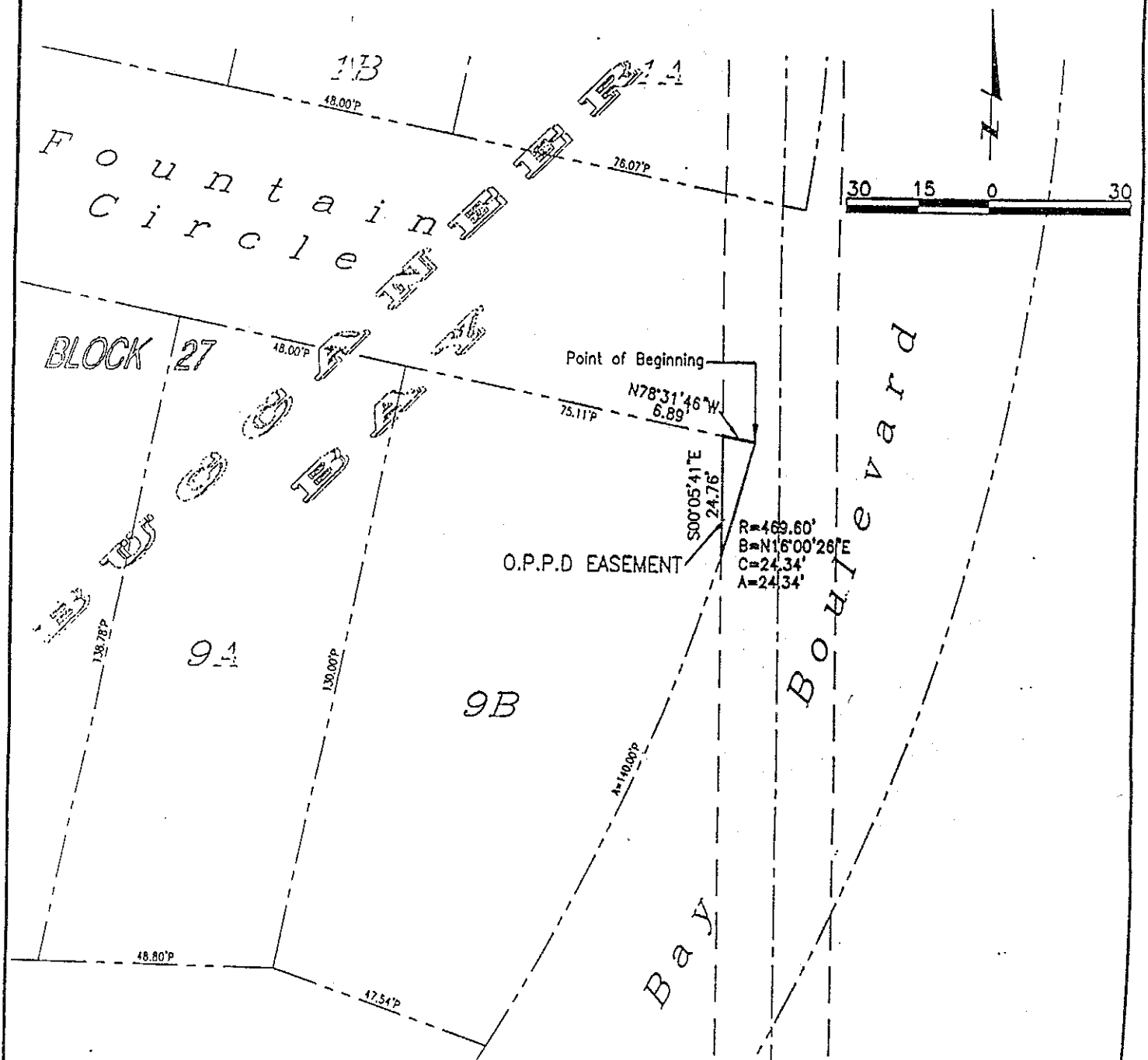
Falken

EXHIBIT "D"
(1 of 2)

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Lot 9B, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the northeast corner of said Lot 9B, Block 27, BUCCANEER BAY;
Thence North 78°31'46" West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 6.89 feet along the north line of Lot 9B, Block 27, BUCCANEER BAY;
Thence South 00°05'41" East for 24.76 feet to the east line of Lot 9B, Block 27, BUCCANEER BAY;
Thence along a curve to the left (having a radius of 469.60 feet and a long chord bearing North 16°00'26" East for 24.34 feet) for an arc length of 24.34 feet to the Point of Beginning;
Containing 86 square feet.



Book _____ Page _____ Date February 18, 1997 Dwn. By JHVD Job Number 92047-1450

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 engineers surveyors planners
 14747 oallifornia street omaha, nebraska 68154-1979 402-496-2498
 FAX 402-496-2730

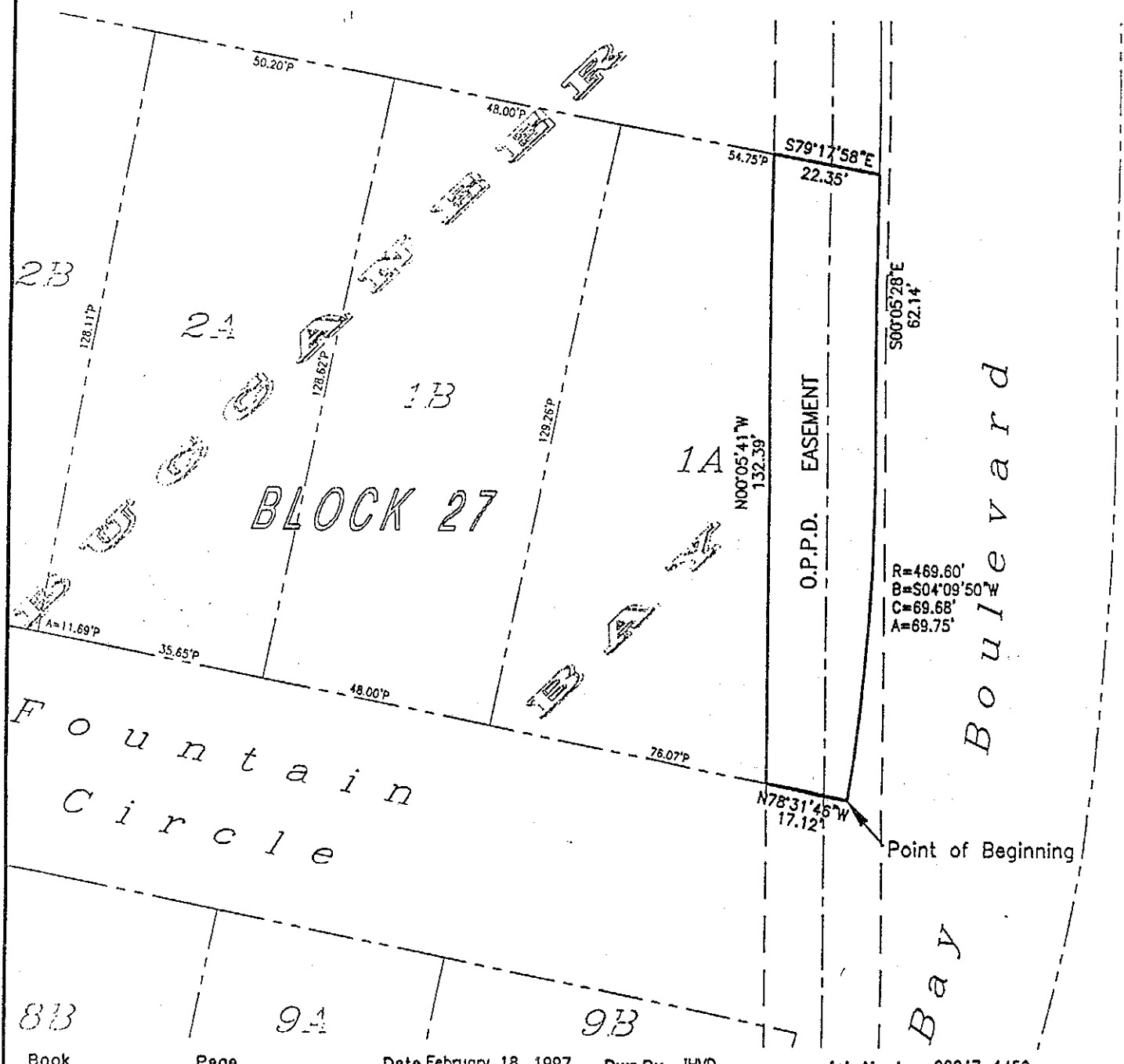
9247E113.Dwg

Falkon

EXHIBIT "E"
(1 of 2)

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Lot 1A, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:
SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION



Book _____ Page _____ Date February 18, 1997 Dwn. By JHYD Job Number 92047-1450



lamp, ryneason & associates, inc. 9247E112.Dwg
 engineers surveyors planners
 14747 california street omaha, nebraska 68154-1979 402-498-2498
 FAX 402-498-2730

EXHIBIT "E"
(2 of 2)

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Lot 1A, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the southeast corner of Lot 1A, Block 27, BUCCANEER BAY;

Thence North 78°31'46" West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 17.12 feet along the south line of said Lot 1A, Block 27, BUCCANEER BAY;

Thence North 00°05'41" West for 132.39 feet;

Thence South 79°17'58" East for 22.35 feet to the east line of Lot 1A, Block 27, BUCCANEER BAY;

Thence South 00°05'28" East for 62.14 feet;

Thence along a curve to the right (having a radius of 469.60 feet and a long chord bearing South 04°09'50" West for 69.68 feet) for an arc length of 69.75 feet to the Point of Beginning.

Containing 2787 square feet.

OPPD Form No. 10-14-2

Res. Blanket

RIGHT-OF-WAY EASEMENT

BUCCANEER BAY, INC.

I, the Owner(s) of the real estate described below, and hereafter referred to as "Grantor(s)", 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 OHAWIA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the 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:

Lots One C (1C), Two C (2C), Three C (3C), and Six C (6C) and Lots One A (1A), Two A (2A), Three A (3A), and Four A (4A) of Buccaneer Bay Addition, an addition as surveyed, platted, and recorded in Cass County, Nebraska.

Doc # 226
FILED FOR RECORD 8-29-75 AT 10:15 M. IN BOOK 17 OF REGISTER OF DEEDS, CASS CO., NEBR. PAGE 544 REGISTERED BY Betty C. Hilpert \$ 5.00

COMPARED

COPY

*Lincoln Telephone & Telegraph Company

CONDITIONS:

- (a) Where Grantee's facilities are constructed, Grantee shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentalities for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound of all kinds and the reception thereof, including all services of the Grantee to the residence on the above described real estate, over, upon, along, above, under, in and across a strip of land sixteen feet (16') in width, being eight feet (8') on each side of and parallel to facilities as constructed by Grantee.
- (b) The Grantee 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) Grantor, its heirs, successors or assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantee's facilities have been constructed.
- (d) Grantee shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be.
- (e) It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her heirs, executors, administrators, successors or 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.

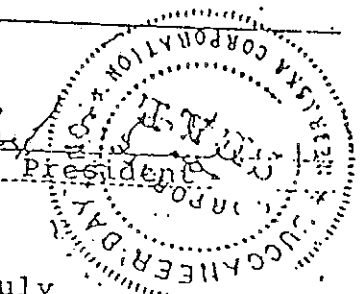
WITNESS my hand and Notarial Seal this 22 day of July, 1975.

ATTEST:

ATTEST:

BUCCANEER BAY, INC.

By: Sterling R. Flott, President



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 _____ voluntary act and deed for the purpose therein expressed.

STATE OF _____
COUNTY OF _____
On this 22 day of July, 1975, before me the undersigned, a Notary Public in and for said State, personally appeared _____
Sterling R. Flott, President
of Buccaneer Bay, Inc.
personally to me known to be the identical person(s) and who acknowledged the execution thereof to be _____ his _____ 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.

DIANA L ORR
General Notary State of Neb.
My Commission Expires
May 24, 1979
Witness my hand and Notarial Seal the date above written.

Commission expires: _____
Notary Public

Engineer _____ Date 8/15/75
Contracts and Specifications Engineer _____ Date 8/14/75
recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 28, 32, 33, 34, T13N, R13E
Section 4, 5, T12N, R13E

COPY