

RIGHT-OF-WAY EASEMENT

1. Northern Propane Gas Company Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor".

A tract of land in Block One (1), Omaha Industrial Foundation District No. 3, a subdivision in Douglas County, Nebraska, as surveyed, platted, and recorded, the boundaries of which are described as follows: Beginning at the Southeast corner of said Block 1, which is the intersection of the North right-of-way line of "L" Street with the right-of-way line of 135th Street; thence N 1°03'57" E, along the West right-of-way line of 136th Street, 350.00 feet to a point; thence N 88°56'03" W for a distance of 190.89 feet to a point; thence S 49°09'58" W for a distance of 223.24 feet to a point on the Northeasterly right-of-way of the Union Pacific Railroad; thence S 40°50'02" E, along said railroad right-of-way line, 270.00 feet to a point on the Northerly right-of-way line of "L" Street; thence S 88°57'03" E, along said Northerly right-of-way line, 176.79 feet to the point of beginning, containing 94,475.963 sq. ft. (2.169 A.) more or less and subject to easements shown on the plat. In this description the centerline of 132nd Street (East line of the Northeast Quarter (NE $\frac{1}{4}$) of Section One (1), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M. is assumed to bear due North and South.

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 reverse 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/her 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 3rd day of June, 1977.

Northern Propane Gas Company
G. M. Colburn H. M. Colburn
Vice President

D. A. Larson
STATE OF Minnesota President
COUNTY OF Hennepin

On this 3rd day of June, 1977, before me the undersigned, a Notary Public in and for said Hennepin County, personally came _____

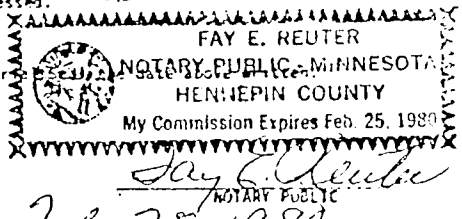
On this 3rd day of June, 1977, before me the undersigned, a Notary Public in and for said Minnesota State, personally appeared D. A. Larson, President & G. M. Colburn, Vice President of Northern Propane Gas Company

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.

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.

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

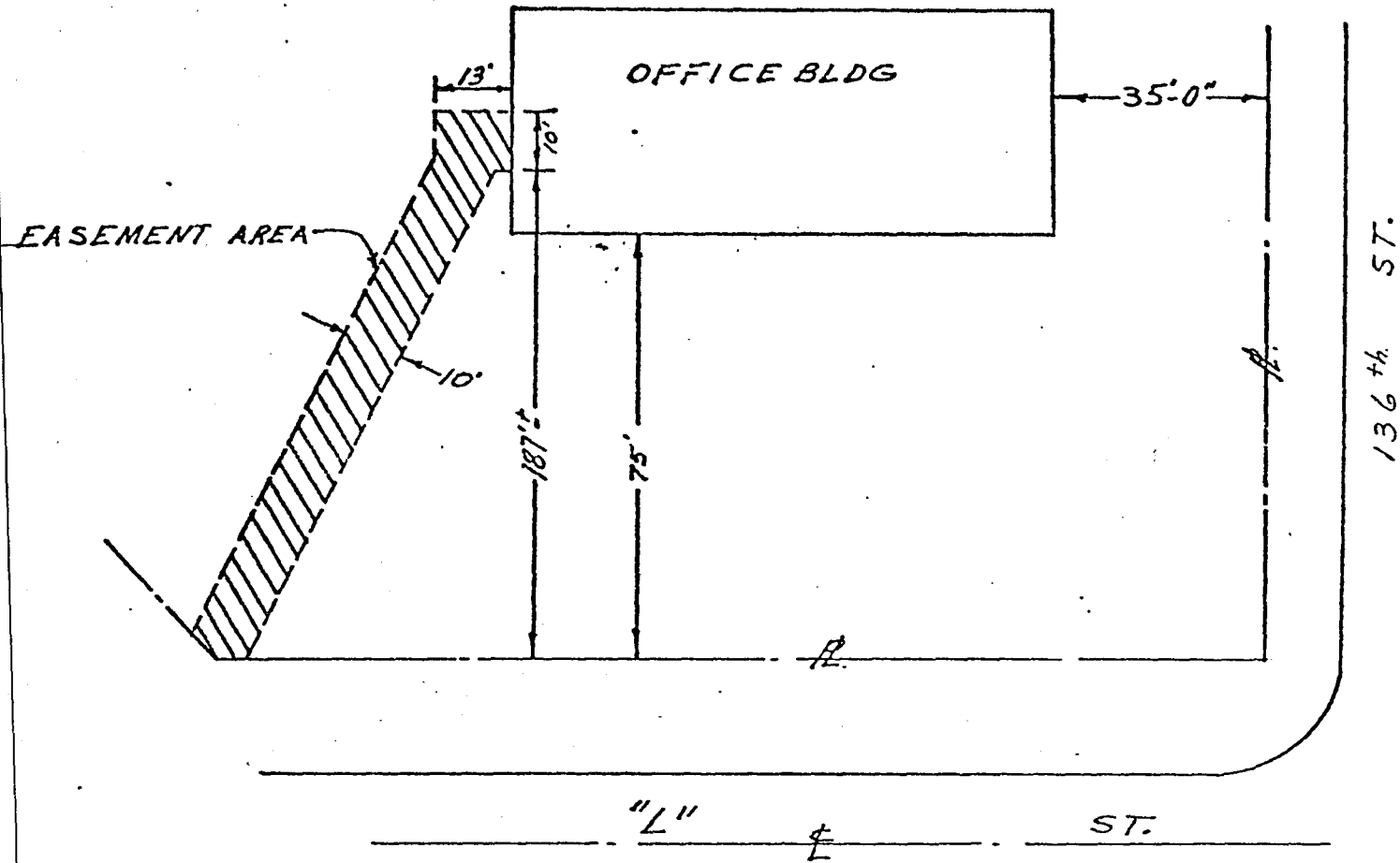


My Commission expires: _____

My Commission expires: Feb. 25, 1980

Distribution Engineer At Date 7/6/77 Land Rights and Services At Date 7/6/77
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____ 19____
Section 1 Township 14 North, Range 11 East Salesman Horstman Engineer D'Louhy Est. # 29728 u.o. # 6517

Northern Propane Gas Co.,
13606 "L" St.
O.I.F. #3



RECEIVED

1977 AUG 17 AM 8:29

C. HAROLD ELLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 585
 Page 336
 of 3

Fee 125
 Index _____
 Comped _____
 N 78-167

78-607

[Handwritten signature]

O.P.P.D.
 Attn: Ben Skovran
 1623 Kennedy