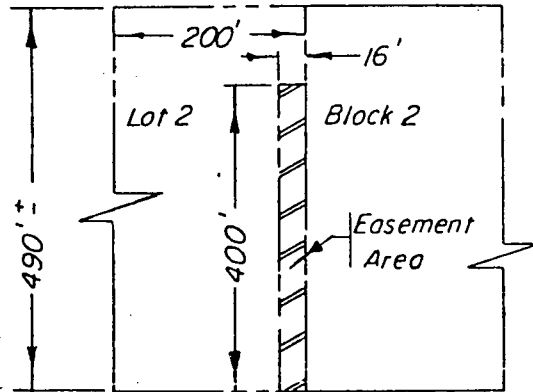


RIGHT-OF-WAY EASEMENT

1. August J. Paulsen Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor".

That part of Lot Two (2), Block Two (2), Cornhusker Industrial park Number Two (2), an addition in Douglas County, Nebraska, described as follows: Commencing at the Northwest corner of said Lot 2, Block 2, thence S 89°22'25" E (assumed bearing) along the South right-of-way line of J Street, a distance of 15.03 feet to the point of beginning. Thence continue S 89°22'25" E, a distance of 200.00 feet. Thence S 00°37'35" W along the line 184.97 feet West of and parallel to the East line of said Lot 2, Block 2, a distance of 489.95 feet. Thence N 89°19'49" W along the South line of said Lot 2, Block 2, a distance of 191.22 feet. Thence N 00°24'03" W, a distance of 489.87 feet to the point of beginning.

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:



CONDITIONS:

- 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').
- 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.
- 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.
- 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 14 day of Oct., 19 77.

August J. Paulsen

STATE OF  
COUNTY OF

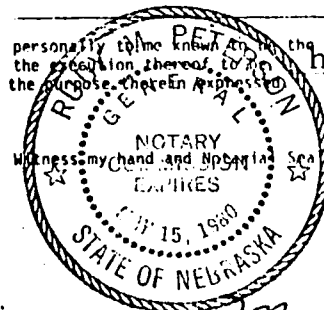
STATE OF NEBRASKA  
COUNTY OF DOUGLAS

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

On this 14th day of October, 19 77  
before me the undersigned, a Notary Public in and for said County and  
State, personally appeared August J. Paulsen

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.

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 Notarial Seal at \_\_\_\_\_ the date above written.

Ruby M. Peterson  
NOTARY PUBLIC

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

My Commission expires: May 15, 1980

Distribution Engineer HH Date 10/14/77 Land Rights and Services

RWP Date 10/18/77

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Section 3 Township 15 North, Range 12 East Salesman Janicek Engineer Dropinski Est. #30072 N.O. 7178