

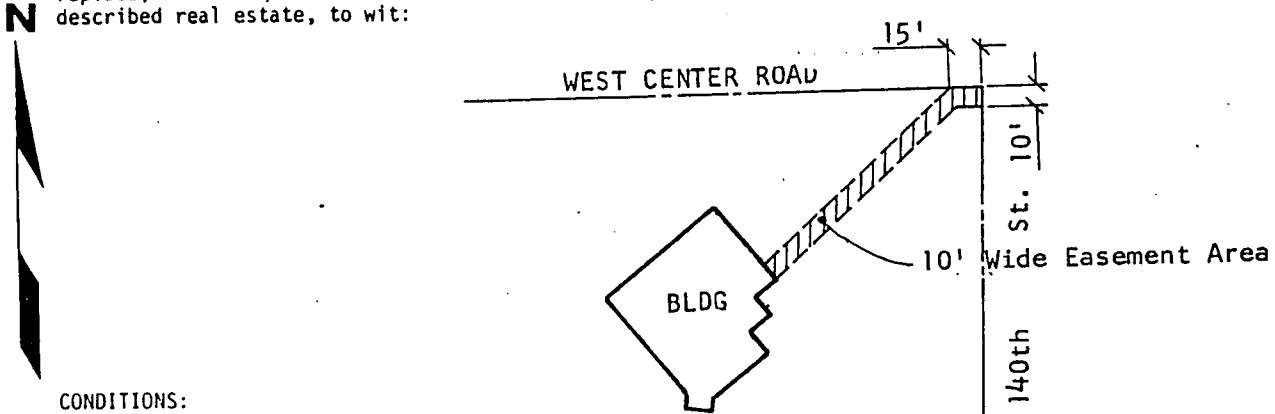
7/18/83

RIGHT-OF-WAY EASEMENT

I, Nebraska National Bank Owner(s)
We, of the real estate described as follows, and hereafter referred to as "Grantor",

A tract of land located in Lot Thirteen (13), Omaha Industrial Foundation District No. 4, a subdivision in Douglas County, Nebraska, as surveyed, plotted and recorded, more particularly described as follows: Beginning at the Northeast corner of said Lot Thirteen (13), which is the intersection of the Southerly R.O.W. line of West Center Road and the Westerly line of 140th Street; thence S00°23'45"W along said Westerly R.O.W. line of 140th Street a distance of Two Hundred Three and Thirty-three hundredths feet (203.33') to a point of curvature; thence One Hundred Thirty-two and seventy-one hundredths feet (132.71') continuing along said Westerly R.O.W. line of 140th Street on the arc of a circular curve to the left that is tangent to the last described course which has a radius of Two Hundred Eighty-two and five tenths feet (282.5) and a chord, the length and bearing of which are One Hundred Thirty-one and five tenths feet (131.5') and S13°03'45"E respectively to a point of tangency; thence S33°14'43"E.....continued on the reverse side hereof.....

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, referred to as "Grantee", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:



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 way be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) Where Grantee's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to Grantee's facilities.
- (e) 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 21 day of July, 19 83.

Frank [Signature] President By: Charles [Signature] Vice President & Cashier
Nebraska National Bank

STATE OF
COUNTY OF

STATE OF Nebraska
COUNTY OF Douglas

On this 10 day of August, 1983,
before me the undersigned, a Notary Public in and
for said County, personally came H. Dale

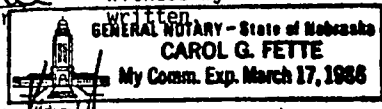
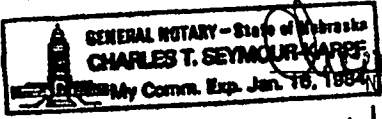
On this 2nd day of July, 1983,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

Martin
President of Nebraska National Bank
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
his voluntary act and deed for
the purpose therein expressed.

Charles T. Seymour-Karpp
V.P. + Cashier
Nebraska National Bank
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 Omaha
Nebraska in said County the day and year
last above written.

Witness my hand and Notarial Seal the date above
written.



My Commission expires: 1/16/84

My Commission expires: 3/17/86

Legal Description continued.....along said Westerly R.O.W. line of 140th Street,
on a line tangent to the last described curve a distance of Thirty feet (30.0') to
a point; thence S56°45'17"W a distance of One Hundred Fifty-five and twelve hundredths
feet (155.12') to a point; thence N61°19'39"W a distance of Two Hundred Eighteen
and forty-four hundredths feet (218.44') to a point; thence N01°18'03"E for a
distance of Three Hundred Thirty and thirty-eight hundredths feet (330.38') to a
point on the said Southerly R.O.W. line of West Center Road; thence N88°41'57"E
along said Southerly R.O.W. line of West Center Road a distance of Two Hundred
Eighty-four and two tenths feet (284.2') to the point of beginning.

17 April

RECEIVED
1983 AUG 18 AM 10:36
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 650
Page 1100
of 1

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Index 857-4
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Earl Keeney
Em. 401
C.P.D.

Distribution Engineer R.J.V. Date 8-16-83; Land & Facilities Management Blak Date 8/17/83.
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____.
Section NW 36 Township 15 North, Range 11 East
Salesman Horstman Engineer W. White Est. # 8300587 W.O. # 6132