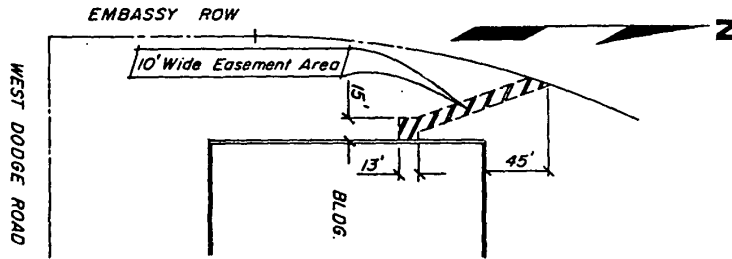


RIGHT-OF-WAY EASEMENT

K  
 We, **Financial Plaza, Ltd.** Owner  
 of the real estate described as follows, and hereafter referred to as "Grantor",  
 A tract of land in the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 15, Township 15 North, Range 12, East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the intersection of the North right of way line of West Dodge Road with the East right of way line of Embassy Row; thence S89°41'22"E along the North right of way line of West Dodge Road for 327.85 feet (assuming the North right of way line of West Dodge Road to bear S89°41'22"E); thence N00°18'50"E for 460.20 feet; thence N44°38'35"W for 182.44 feet to a point on the East right of way line of Embassy Row; thence Southwesterly along the East right of way line of Embassy Row on a curve concave Southeasterly having a radius of 595.24 feet and a chord bearing of S24°21'51"W for an arc distance of 502.47 feet; thence continuing along said East right of way line, S00°03'23"W for 142.05 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:

- (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/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 30th day of October, 1979.

\_\_\_\_\_  
**Financial Plaza, Ltd.**  
*Francis A. Nemecek*  
 Partner

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.

Witness my hand and Notarial Seal at \_\_\_\_\_ in  
 said County the day and year last above written.

NOTARY PUBLIC

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

STATE OF Colorado  
 COUNTY OF Arapahoe  
 On this 30 day of October, 1979  
 before me the undersigned, a Notary Public in and for said County and  
 State, personally appeared  
**Francis A. Nemecek**

personally to me known to be the identical person(s) and who acknowledged  
 the execution thereof to be \_\_\_\_\_ voluntary act and deed for  
 the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

*Cassondra Williams*  
 NOTARY PUBLIC

My Commission expires: 10-19-82

Distribution Engineer *AT* Date 11/6/79; Land Rights and Services *SK* Date 11/6/79

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 Section 15 Township 15 North, Range 12 East Salesman Mattson Engineer D'Louhy Est. 33051 H.O. 5579

Financial Plaza  
 9140 W. Dodge Rd.

RECEIVED  
 1979 NOV 30 PH 3 12  
 C. HAROLD OSTLER  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEBR.  
 Book 624  
 Page 723  
 of \_\_\_\_\_  
 Fee 3.85  
 Index  
 Comped  
 15-15-12