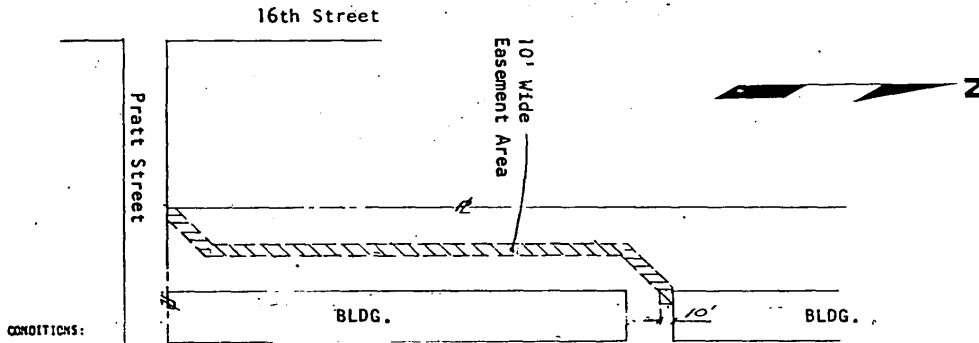


RIGHT-OF-WAY EASEMENT

I, SCOULAR-WELSH GRAIN COMPANY Owner(s)
of the real estate described as follows, and hereafter referred to as Grantor.

A tract or parcel of land, being a part of Tax Lots Twenty-seven (27), Twenty-nine (29) and Thirty-nine (39), located in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Three (3), Township Fifteen (15) North, Range Thirteen (13), East of the 6th P.M., Omaha, Douglas County, Nebraska, more particularly described as follows: Commencing at the Southwest corner of Tax Lot Twenty-seven (27), said corner being the point of intersection of the East line of 16th Street with the North line of Pratt Street; thence Eastwardly, along the South line of Tax Lot Twenty-seven (27) and the North line of Pratt Street a distance of One Hundred Twenty-eight feet (128.0') to the point of beginning; thence Eastwardly, along the South line of Tax Lot Twenty-seven (27) and Thirty-nine (39) and the North line of Pratt Street, a distance of One Hundred Three and Seventy-five hundredths feet (103.75'); thence Northwardly, at a deflection angle to the left of 89° 50' 44", a distance of Six Hundred Ninety-two and six tenths feet (692.60); thence Westwardly, at a deflection angle to the left of 90° 09' 20", a distance of Forty-eight feet (48.0'); thence Northwardly, at a deflection angle to the right of 90° 09' 20", a distance of Forty-eight and four tenths feet (48.40'); thence Westwardly at a deflection angle to the left of 90° 09' 20", a distance of Fifty-seven and seventy-six hundredths feet (57.76') to a point One Hundred Twenty-eight feet (128.0') as measured at right angles, from the East line of 16th Street, said point also being the Northeast corner of a tract of land conveyed to Guy A. Thompson, Trustee, Missouri Pacific Railroad Corporation in Nebraska, by deed dated April 1, 1948 and recorded in Book 832, Page 78 of the Register of Deeds of Douglas County, Nebraska; thence Southwardly, parallel to the East line of 16th Street, a distance of Seven Hundred Forty-one feet (741.0') 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, 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 may 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.

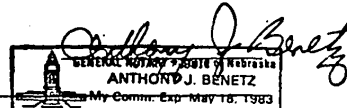
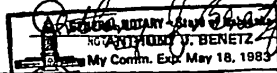
IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 28TH day of OCTOBER, 19 82
Marshall E. Faith PRESIDENT Dean Gieselmann ASST. SECY.

STATE OF NEBRASKA
COUNTY OF DOUGLAS
On this 28TH day of OCTOBER, 19 82
before me the undersigned, a Notary Public in and for said
County, personally came MARSHALL E. FAITH
SCOULAR-WELSH GRAIN CO.
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 his voluntary act and deed for the purpose
therein expressed.

STATE OF NEBRASKA
COUNTY OF DOUGLAS
On this 28TH day of OCTOBER, 19 82
before me the undersigned, a Notary Public in and for said County and
State, personally appeared
DEAN GIESELMANN ASST.
SECY. OF SCOULAR-WELSH GRAIN CO.
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, Neb. in
said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.



My Commission expires:

My Commission expires:

Distribution Engineer HW Date 10-29-82 and Rights and Services HW Date 10/28/82

Recorded in Misc. Book No. 3 at Page No. 15 on the 13 day of NOV 19 82
J Wilson H Woodhead 8201972-4700

DOUGLAS COUNTY, NEBR.
C. MARSHALL FAITH
REGISTERED NOTARY PUBLIC

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Book 679
Page 507
Ms. Mial

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