

September 7, 1988

File _____

Doc. _____

RIGHT-OF-WAY EASEMENT

88-15148

I, West 25th Plaza Inc. Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Three (3), Cornhusker Plaza in the Northwest Quarter (NW $\frac{1}{4}$) Section Twenty-seven (27), Township Fourteen (14) North, Range Thirteen (13) East of the 6th P.M., Sarpy County, Nebraska.

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 with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

See the reverse side hereof for sketch of easement area.

SEARCHED _____
INDEXED _____
SERIALIZED _____
FILED _____
10 24

FILED FOR RECORD 10/19/88 AT 345' W DISTRICT # 88-15148

Paul J. Downing REGISTER OF DEEDS, SARPY COUNTY, NEB

CONDITIONS: The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/hers/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 7th day of Sept, 19 88.

West 25th Plaza Inc.
By _____

Distribution Engineer [Signature] Date 9-29-88 Property Management [Signature] Date 9-14-88
Section 27 Township 14 North, Range 13 East
Salesman McCaw Engineer McCaw Est. # 8801543 W.O. # 9766

15148

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Nebraska

STATE OF _____

COUNTY OF Sarpy

COUNTY OF _____

On this 12 day of Aug, 19 87,
before me the undersigned, a Notary Public in and
for said County, personally came Duane H

On this _____ day of _____, 19 _____,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared _____

Monke
President of West 25th Plaza, Inc.

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.

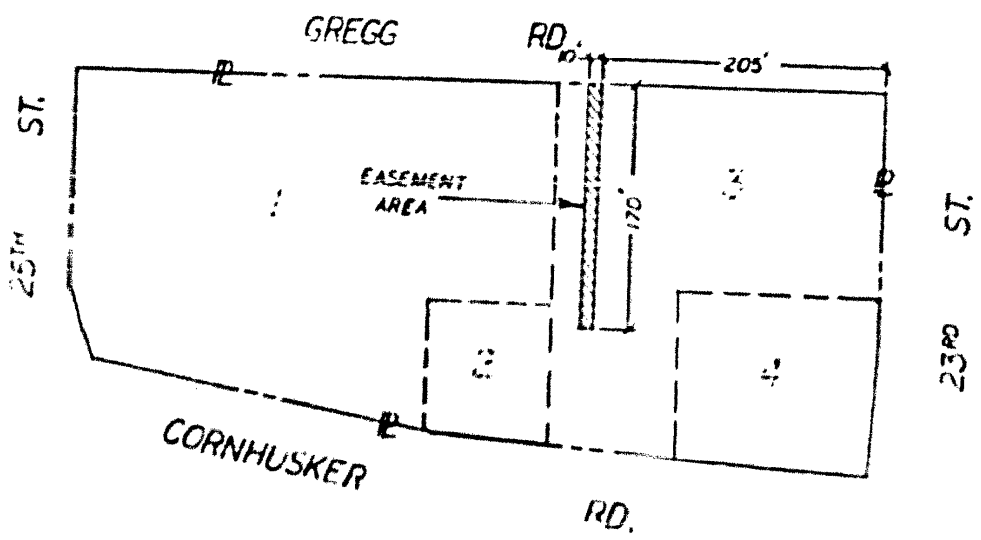
personally to me known to be the identical person(s)
and who acknowledged the execution thereof to be
_____ voluntary act and deed for
the purpose therein expressed.

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

Witness my hand and Notarial Seal the date above
written.

John P. Monke
NOTARY PUBLIC

NOTARY PUBLIC



RETURN TO:
OMAHA PUBLIC POWER DISTRICT
444 South 13th Street Mall
Omaha, NE 68102 2247