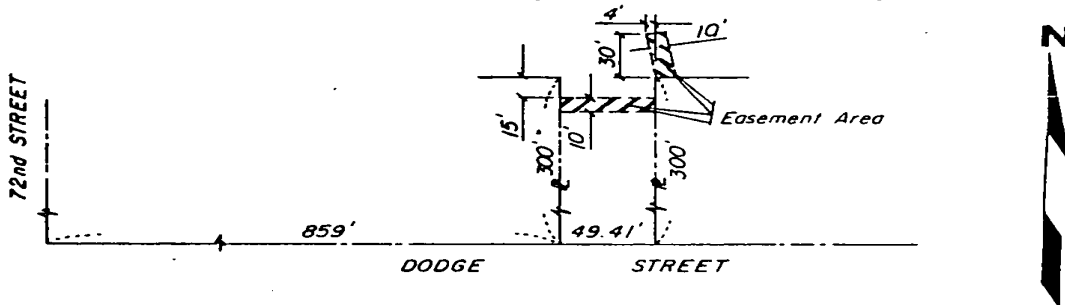


RIGHT-OF-WAY EASEMENT

I, Me, PROM TOWN HOUSE MOTOR INN, INC. Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

That part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-four (24), Township Fifteen (15) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at a point on the North line of Dodge Street, Eight Hundred Fifty-nine feet (859') East of the Northeast corner of 72nd and Dodge Street (said point being Fifty feet (50') North of and Eight Hundred Ninety-nine feet (899') East of the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section Twenty-four (24); thence East along the North line of Dodge Street, Forty-nine and forty-one hundredths feet (49.41'); thence North along a line parallel to the West line of Dodge Street, Three Hundred feet (300'); thence East along a line parallel to the North line of Dodge Street, One Hundred Ninety-eight feet (198'); thence North along a line parallel to the West line of Dodge Street, Four Hundred Forty-five feet (445'); thence West along a line parallel to the North line of Dodge Street, Four Hundred Twenty-six and eight tenths feet (426.8'); thence Southwesterly Seventy-five feet (75') to a point Seven Hundred Five feet (705') North of the North line of Dodge Street and Five Hundred Ninety and three tenths feet (590.3') West of the West line of Dodge Street; thence South along a line parallel to the West line of Dodge Street, Two Hundred Five feet (205'); thence West along a line parallel to the North line of Dodge Street, Two Hundred Eighty-nine and one-tenth feet (289.1'); thence South along a line parallel to the West line of Dodge Street, One Hundred Forty feet (140'); thence East along a line parallel to the North line of Dodge Street Fifty feet (50'); thence South along a line parallel to the West line of Dodge Street, Thirty feet (30'); thence East along a line parallel to the North line of Dodge Street, Two Hundred Forty feet (240'); thence South along a line parallel to the West line of Dodge Street, Thirty feet (30'); thence East along a line parallel to the North line of Dodge Street, Two Hundred Six feet (206'); thence South along a line parallel to the West line of Dodge Street, Three Hundred feet (300') 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 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 18th day of July, 1977.

Thomas R. Shuler, President
Thomas R. Shuler

James E. Grier, Asst. Secretary
James E. Grier
of Prom Town House Motor Inn, Inc.

STATE OF MISSOURI
COUNTY OF JACKSON

On this 18th day of July, 1977, before me the undersigned, a Notary Public in and for said County, personally came Thomas R. Shuler

President of Prom Town House Motor Inn 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.

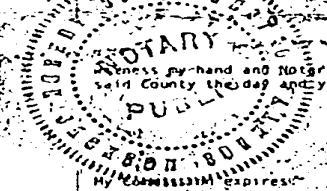
STATE OF MISSOURI
COUNTY OF JACKSON

On this 18th day of July, 1977, before me the undersigned, a Notary Public in and for said County and State, personally appeared

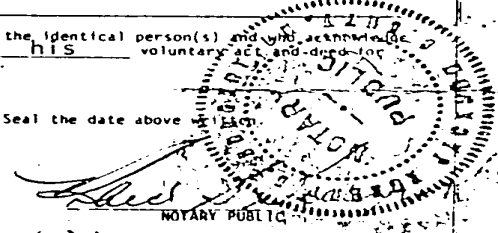
James E. Grier, Asst. Secretary

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.

Witness my hand and Notarial Seal the date above



Thomas R. Shuler
NOTARY PUBLIC



James E. Grier
NOTARY PUBLIC

My Commission expires: NOV 22, 1978

My Commission expires: NOV 22, 1978

Distribution Engineer RAH Date 7/26/77 Land Rights and Services RWP Date 7/26/77

Recorded in Misc. Book No. 15 at Page No. 24 on the 15 day of September, 1977
Section 24 Township 15 North, Range 12 East Salesman Mattson Engineer D'Louhy Est. # 28975 W.O. # 5886

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