

OPPD Form No. 1-75-1
8/20/86 Rev. 3/83

BOOK **791** PAGE **245**

Distribution

RIGHT-OF-WAY EASEMENT

I, Omaha Hotels, Inc. Owner(s)
we, of the real estate described as follows, and hereafter referred to as "Grantor",

A tract of land located in the Northwest quarter of Section 4, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at a point 90 feet North of and 50 feet East of the Southwest corner of the Northwest 1/4 of Section 4-14-12: Thence N 00.31'00" W on an assumed bearing along the Easterly ROW of 108th Street for a distance of 469.88 feet; thence S 89.58'08" E along the Southerly ROW line of "J" street for a distance of 515.00 feet; thence S 00.31'11" E for a distance of 470.0 feet to a point on the Northerly ROW line of "L" Street; thence N 89.57'20" W along said Northerly ROW line for a distance of 515.03 feet to the point of beginning, except a triangular piece in the Northwest corner taken for road purposes.

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:

See reverse side hereof for easement area.

3: 791 N 4-14-12 CJO _____ FEE 10.50
RE 245-544 4-14-12 CP DEL JH MC B.C.
OF Mead COMP W F/B _____

RECEIVED
1986 OCT -7 AM 10:14
REG. CLERK
DOUGLAS COUNTY, NEBR.

1986 MISH

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 18th day of September, 19 86.

_____ John Raleigh, Sec.

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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 KANSAS
COUNTY OF BARTON

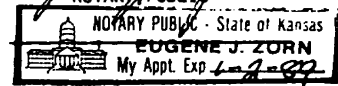
On this 18th day of September, 19 86,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

John Raleigh

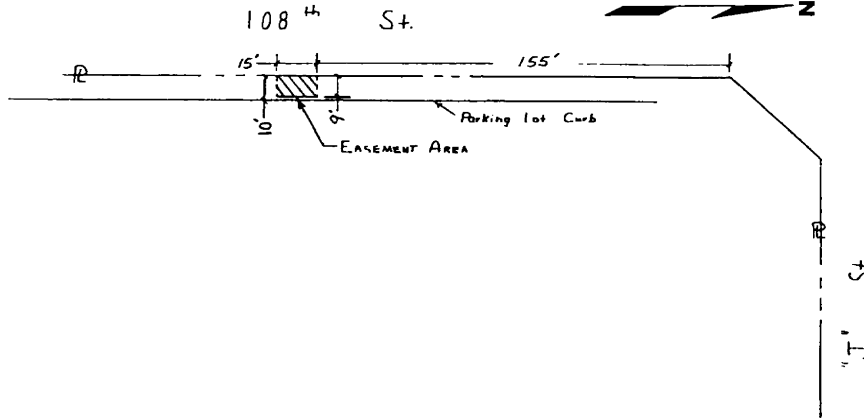
personally to me known to be the identical person(s)
and who acknowledged the execution thereof to be
his voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal the date above
written.

Eugene J. Zorn
NOTARY PUBLIC



My Commission expires: _____



RETURN TO:
OMAHA PUBLIC POWER DISTRICT
1623 HARNEY ST. - RM. 401
OMAHA, NE 68102

Distribution Engineer _____ Date _____ Property Management _____ Date _____
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 ____.
Section NW 4 Township 14 North, Range 12 East
Salesman Hagan Engineer Hoang Est. # 86044 W.O. # D01