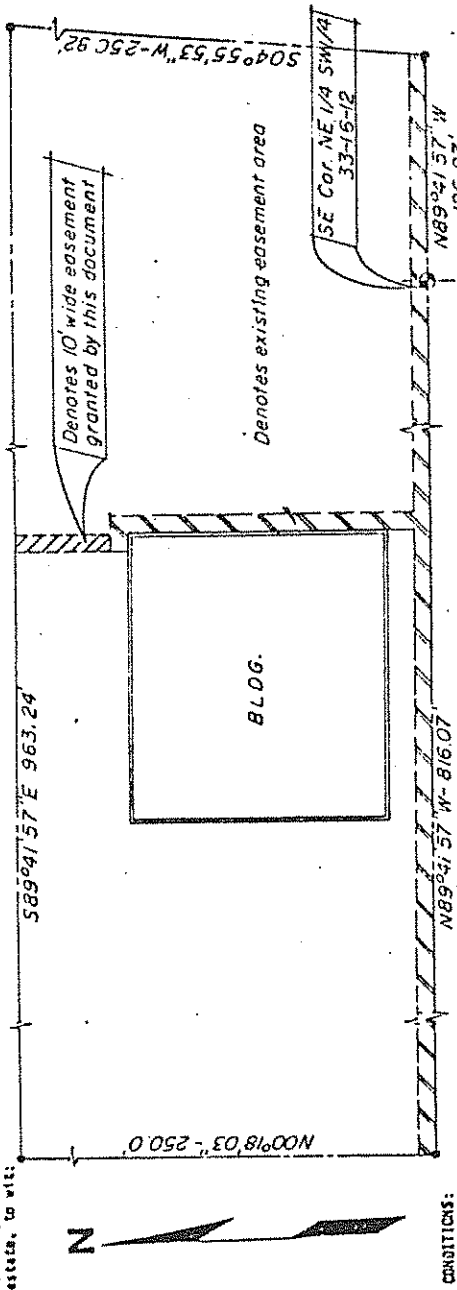


1. Benjamin Wiesman, President, of R.P.C. Co., of the first estate described as follows, and hereinafter referred to as "Grantor",

A tract of land lying in part of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) and part of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section Thirty-three (33), Township Sixteen (16) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows: Beginning at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section Thirty-three (33), Township Sixteen (16) North, Range Twelve (12), East; thence North 89°41'57" West along the South line of said Northeast Quarter of the Southwest Quarter a distance of 816.07 feet; thence North 00°18'03" East a distance of 250.00 feet; thence South 89°41'57" East parallel with the South line of said Northeast Quarter of the Southwest Quarter a distance of 963.24 feet to the West Right-of-Way line of Interstate Highway #680; thence South 04°55'53" West along said Right-of-Way a distance of 250.82 feet to the South line of the Northwest Quarter of the Southeast Quarter of Section 33, Township 16 North, Range 12 East; thence North 89°41'57" West along said South line a distance of 126.93 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 CHANA 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 ~~under, over, under, in and across~~ the above described real estate, to wit:



CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantee shall have the right to operate, maintain, repair, replace and renew said facilities consisting of ~~poles, towers, wires, and appurtenances~~ 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 feet).
- (b) The Grantee shall have the right of ingress and egress across the Grantor's property for any purpose hereinafter granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Where Grantee's facilities are to be installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation shall be made therein without prior written approval of the Grantee, but the sign may be used for landscaping or other purposes that do not then or later interfere with the operation of the facilities.
- (d) The Grantor or Lessee, as their interests may appear, for all damages to lands of the Grantor or Lessee, including existing screen walls, other utility lines and/or personal property which may be caused by the exercise of the hereinafter granted rights, shall be liable to the Grantee.
- (e) If it is determined that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her heirs, 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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

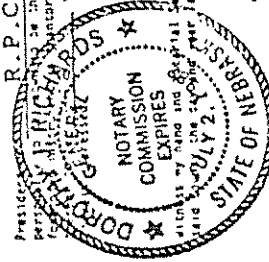
\* Granted rights, in witness whereof, the parties hereto have signed their names and caused the execution of this instrument this 24th day of September 80.

Benjamin Wiesman, President  
R. P. C. Co.

STATE of Nebraska  
COUNTY of Douglas

On this 24th day of September, 1980, before me the undersigned, a Notary Public in and for said County and State, personally appeared Benjamin Wiesman, County, personally called R. P. C. Co.

President of R.P.C. Co. who being the identical person(s) who signed the petition for this easement and who acknowledged the execution thereof to be his/her own voluntary act and deed for the purpose of this conveyance.



Witness my hand and Notarial Seal at Omaha, Ne. In

Benjamin Wiesman

My Commission expires: July 2, 1982

Distribution Engineer: Ben Date 10/16/80 and Rights and Services: E&S Date 10-10-80

Recorded in Misc. Book No. 33 on the 16th day of October 1980 at Page No. 12 East Section 33, Township 16 North, Range 12 East, Saltzman Horsman Engineer ROKTCKT Fee \$ 41082

RECEIVED  
1980 OCT 23 PM 3:24  
C. HARVEY COBLE  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.  
33-16-12