

RIGHT-OF-WAY EASEMENT

I, AHAMO, Incorporated Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

A tract of land being that part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-one (31), Township Sixteen (16) North, Range Ten (10) East of the 6th P.M., Douglas County, Nebraska, lying South and West of the UPRR right of way and being more particularly described as follows: Beginning at the Southeast corner of said Section 31; thence South 90°00'00" W (assumed bearing) along the South line of said Southeast Quarter a distance of 2649.78 feet to the South Quarter corner of said Section 31; thence N 0°07'26" E along the West line of said Southeast Quarter a distance of 2138.61 feet to a point on the Southwesterly right of way line of the UPRR; thence S 52°04'34" E along said Southwesterly right of way line a distance of 178.75 feet to a point of curve; thence Southeasterly along said Southwesterly right of way on a curve to the right, said curve having a radius of 11,659.19 feet; along chord of 1186.85 feet bearing S 54°59'37" E and an arc length of 1187.34 feet (chord definition) and 1187.36 feet (arc definition) to a point of tangency; thence S 57°54'40" E along said Southwesterly right of way line

(continued of reverse side of document)

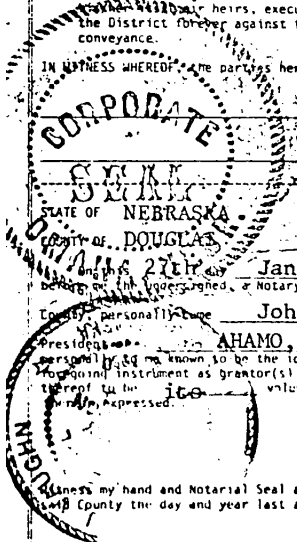
In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, its successors 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:

See sketch on reverse side of this document for easement area.

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 the Grantor, its 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 _____ day of _____, 19____.



AHAMO, Incorporated

John E. Burke
Vice President

STATE OF _____
COUNTY OF _____

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

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 the date above written.

Witness my hand and Notarial Seal at Omaha in _____ County the day and year last above written.

P. H. [Signature]
NOTARY PUBLIC

NOTARY PUBLIC

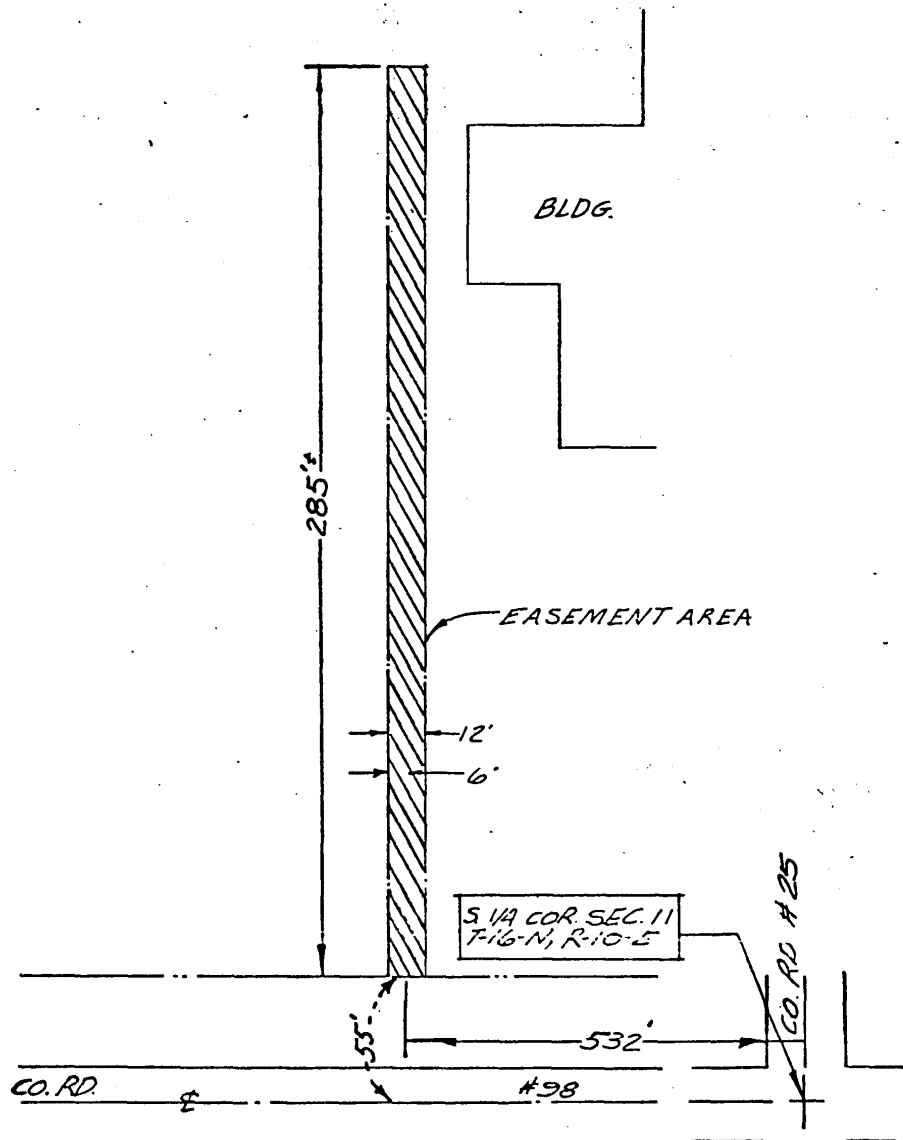
My Commission expires: September 9, 1980

My Commission expires: _____

Distribution Engineer SD Date 2/1/77 Land Rights and Services RWP Date 2/1/77

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 31 Township 16 North, Range 10 East Salesman Minor Engineer Plummer Est. # 26372 W.O. # _____

a distance of 1808.10 feet to a point on the East line of said Southeast Quarter; thence S 0°01'17" E along said East line of the Southeast Quarter a distance of 387.86 feet to the point of beginning, said tract of land contains 74.77 acres more or less.



*O.P.D.
1623 Henry
Brewster*

Fee 6.25
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Comped 1
31-16-10
2-16-10

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of Pages

RECEIVED
FEB 17 1977
REGISTERED DEEDS
DOUGLAS COUNTY, NEBR.

To Min