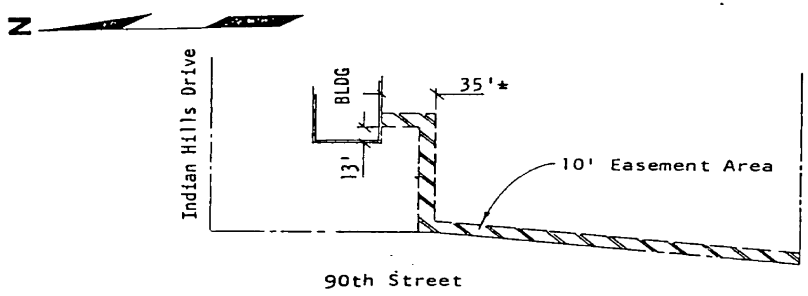


RIGHT-OF-WAY EASEMENT

1. Continental General Insurance Co. Owner(s)

The real estate described as follows, and hereafter referred to as "Grantor": West 112.5 feet of the East 137.5 feet of that part of the Northwest Quarter of the Northeast Quarter of Section 22, T15N, R12, East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, described as follows: Commencing at the Southeast corner of 90th Street and Indian Hills Drive, which point of beginning also is 2065.2 feet North and 33 feet East of the center of said Section 22; thence East along the South property line of Indian Hills Drive, a distance of 447.0 feet to the Southwest corner of 89th Street and Indian Hills Drive; thence South 150 feet along the West side of 89th Street; thence West parallel to the South property line of Indian Hills Drive a distance of 228 feet; thence South 241 feet; thence West parallel to the South property line of Indian Hills Drive a distance of 219 feet to the East boundary of 90th Street; thence North along the East boundary line of 90th Street a distance of 391 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 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, cables, fixtures, and other instrumentalities within a strip of land as indicated above.
- (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, 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 11 day of Apr, 1980. *Herman E. Myers, Jr. President Continental General Ins. Co.* *Carl A. Ramsey, Asst. Treas. Continental General Insurance Co.*

STATE OF Nebraska
COUNTY OF Douglas
On this 14 day of April, 1980, before me the undersigned, a Notary Public in and for said County, personally came Herman E. Myers, Jr. President of Continental General Ins. Co. 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 Nebraska
COUNTY OF Douglas
On this 14 day of April, 1980, before me the undersigned, a Notary Public in and for said County and State, personally appeared Carl A. Ramsey Asst. Treasurer 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.

GENERAL NOTARY - State of Nebraska
JANE A. MAHAFFEY
My Comm. Exp. Oct. 3, 1981
Jane A. Mahaffey
NOTARY PUBLIC

Witness my hand and Notarial Seal the date above written.
GENERAL NOTARY - State of Nebraska
JANE A. MAHAFFEY
My Comm. Exp. Oct. 3, 1981
Jane A. Mahaffey
NOTARY PUBLIC

My Commission expires: 10-3-81
Distribution Engineer BD Date 4/14/80 Land Rights and Services 60K Date 4/14/80
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 22 Township 15 North, Range 12 East Salesman Mattson Engineer D' Louhy Est. # 31892 W.O. # 6213
Continental General Ins. Co.
800 1 Indian Hills Dr.

RECEIVED
1980 MAY -2 AM 10: 03
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.
Book 632
Page 434
of 60
Fee 3.00
Index
Copied
22-15-12