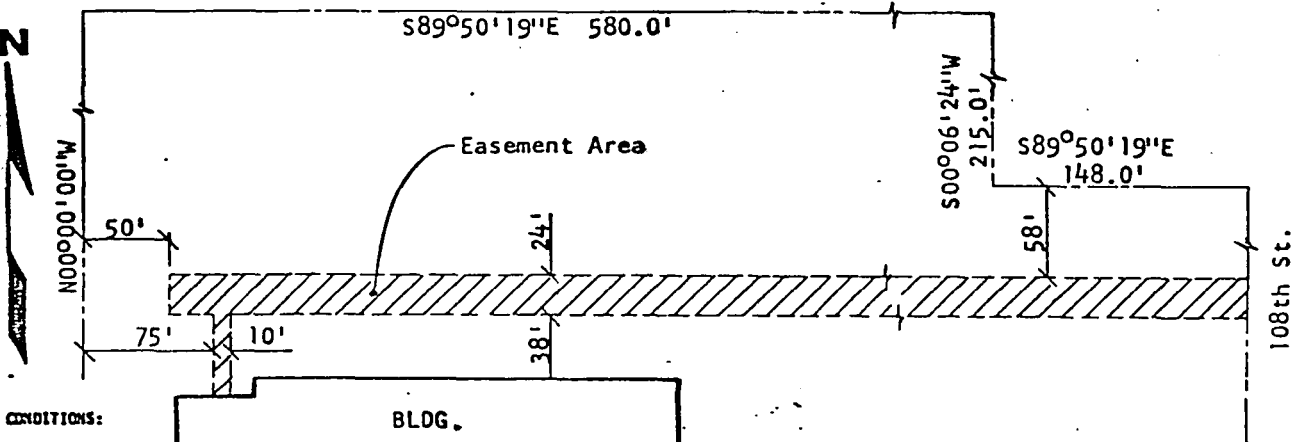


I, FINANCIAL PROPERTIES DEVELOPERS, INC., a Georgia corporation
of the real estate described as follows, and hereafter referred to as "Grantor", Owner(s)

That part of the NE $\frac{1}{4}$ of Section 8, T15N, R12E of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the N.E. corner of said NE $\frac{1}{4}$; thence S00°00'00"E (assumed bearing) on the East line of said NE $\frac{1}{4}$, 215.00 feet; thence N89°50'19"W on a line 215.00 feet South of and parallel to the North line of said NE $\frac{1}{4}$, 50.00 feet to the true point of beginning; thence S00°00'00"E on a line 50.00 feet West of and parallel to the East line of said NE $\frac{1}{4}$, 663.06 feet to a point on the North line of Emmett Street; thence N89°51'56"W on the North line of Emmett Street, 184.27 feet to a point of curve; thence Southwesterly on the North line of Emmett Street on a 160.00 foot radius curve to the left (chord bearing S68°00'34"W, chord distance 120.52 feet), an arc distance of 123.57 feet to a point of tangency; thence S45°53'04"W on the North line of Emmett Street, 176.30 feet; thence N00°00'00"W, 167.09 feet; thence N90°00'00"W, 235.00 feet; thence S00°00'00"E, 250.00 feet to a point on the North line of Emmett Street; thence Northwesterly on the North line of Emmett Street on a 1565.00 foot radius curve to the right (chord bearing N87°36'29"W, chord distance 70.06 feet), an arc distance of 70.07 feet; thence N00°00'00"W, 1127.52 feet to a point on the North line of said NE $\frac{1}{4}$; thence S89°50'19"E on the North line of said NE $\frac{1}{4}$, 580.00 feet; thence S00°06'24"W, 215.00 feet; thence S89°50'19"E on a line 215.00 feet South of and parallel to the North line of said NE $\frac{1}{4}$, 148.00 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, 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:



- CONDITIONS:
- 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').
 - 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.
 - 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.
 - 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.
 - 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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.
 - Grantee shall repair or replace in kind and quality any damage to paving, curbing,

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 13th day of October, 19 80

FINANCIAL PROPERTIES DEVELOPERS, INC.

By: Arthur Heyman, President

STATE OF GEORGIA
COUNTY OF FULTON

On this 13th day of October, 1980
before me the undersigned, a Notary Public in and for said
County, personally came Arthur Heyman

President of Financial Properties Developers, 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.

Witness my hand and Notarial Seal at Atlanta, Georgia in
said County the day and year last above written.

Notary Public, Georgia State at Large

My Commission expires: 01-1-1982

Distribution Engineer PD Date 10/13/80 Land Rights and Services PD Date 10/13/80

Recorded in Misc. Book No. 15 at Page No. 12 on the 13 day of October, 1980
Section 8 Township 15 North, Range 12 East Salesman Horstman Engineer Rokicki Est. 33713 v.o. 7393

DOUGLAS COUNTY, NEBR.
REGISTER OF DEEDS
C. MARSHALL BIER

1980 OCT 23 PM 3:23

RECEIVED

STATE OF
COUNTY OF

On this 13th day of October, 1980
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 his voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

My Commission expires:

guttering, landscaping or other improvements caused by the exercise of the rights herein granted and shall indemnify and hold harmless Grantor its heirs, successors and assigns, from all liabilities, claims or damages to any person or property resulting from the exercise of the rights herein granted.