North Lot

OPPD Form No. 1-75-1 BOOK 608 PAGE 603 Distribution

RIGHT-OF-WAY EASEMENT

I, We, Millard Plaza Associates Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor".

Out Lot One (1) of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section Twelve (12), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

1 Num

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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:

A strip of land Ten feet (10') in width lying adjacent to and parallel to the South line of said Out Lot One (1).

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 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 22nd day of Dec, 1978.

P.D. Beggs

STATE OF
COUNTY OF

On this ____ day ____, 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
COUNTY OF

On this 22nd day of Dec, 1978, before me the undersigned, a Notary Public in and for said County and State, personally appeared P.D. Beggs

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.

Barbara J. George
NOTARY PUBLIC

My Commission expires: ____

GENERAL NOTARY-State of Nebraska
BARBARA J. GEORGE
My Comm. Exp. Apr. 10, 1982

Distribution Engineer AH Date 1/2/79, Land Rights and Services EJK Date 12/27/78

Recorded in Misc. Book No. ____ at Page No. ____ on the ____ day of ____, 19____

Section 12 Township 14 North, Range 11 East Salesman Horstman Engineer Perkins Est. # ____ W.O. # ____