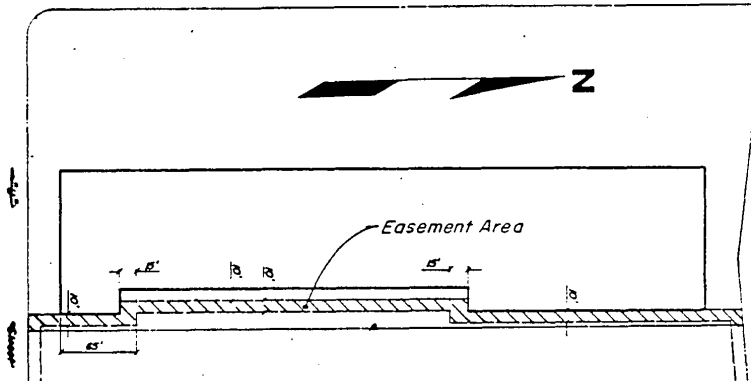


RIGHT-OF-WAY EASEMENT

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

A tract of land in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section twelve (12), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section Twelve (12); thence N89° 10' 23"W (Assumed bearing) along the south line of said Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) a distance of Thirty-three feet (33.0'); thence N00° 08' 06"W along the West right of way line of 138th Street, a distance of Two Hundred Twenty-five and two hundredths feet (225.02'); thence N89° 10' 23"W a distance of Two Hundred Ten and seventy-seven hundredths feet (210.77') to the point of beginning; thence continuing N89° 10' 23" W, a distance of Two Hundred Forty-five feet (245.0') to a point of curvature; thence Northwesterly on a Twenty foot (20.0') radius curve to the right, a distance of Thirty-one and Forty-two hundredths feet (31.42') to a point of tangency; thence N00° 49' 37"E a distance of Five Hundred Eighty-nine and one hundredth feet (589.01'); thence S89° 10' 35"W, a distance of Thirty-five and Fifteen hundredths feet (35.15'); thence S82° 46' 03"E, a distance of One Hundred Seventy-seven and sixty-nine hundredths feet (177.69'); thence N86° 35' 32"E, a distance of Fifty-six and Forty-five hundredths feet (56.45'). (continued on

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 back) 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:

- (a) Where Grantee's facilities are constructed Grantee 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) 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.
(e) 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 whosoever 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 8th day of Dec 1982

Dale Beggs & Associate Dale 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 said County the day and year last above written.

NOTARY PUBLIC

My Commission expires:

Distribution Engineer Date Land Rights and Services Date

Recorded in M.C. Book No. 14 at Page No. on the day of Section 12 Township 14 North, Range 11 East Salesman Horstman Engineer D. Louhy Est. #820229 D.O. # 4720

STATE OF COUNTY OF

On this 8th day of December 1982 before me the undersigned, a Notary Public in and for said County and State, personally appeared

Dale 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.

GENERAL NOTARY - State of Nebraska CYNTHIA CAVE KNOWLTON My Comm. Exp. Feb. 11, 1986

My Commission expires: 2/11/86

Millard Plaza # 5321 S. 139 Plaza

thence S00° 49' 37"W, a distance of Five Hundred Ninety-three and thirty-five hundredths feet (593.35') to the point of beginning.

*14*

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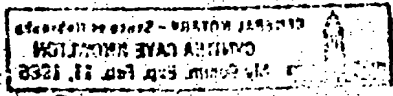
C. HAROLD OSBORN  
REGISTER OF DEEDS  
DUNSMUIR COUNTY, NEBR.

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Fee 6.25  
Index         
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*O.P.D.  
Land Rights  
for 704*