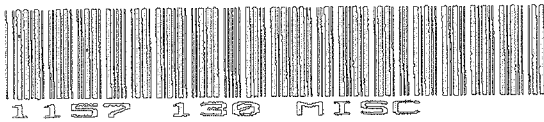


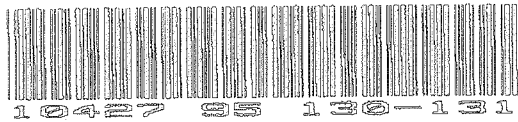
RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Right of Way SW/EPI
444 South 16th Street Mall
Omaha, NE 68102-2247



RECEIVED

SEP 26 3 54 PM '95

10427 H MC-40590
EE 1400 FB
EL CIO COMP/GO
LEGAL PG SCAN FV



GEORGE J. ...
REGIS ...
DOUGLAS

September 8, 1995

Doc.# _____

RIGHT-OF-WAY EASEMENT

#1 Rogers Development, Inc. Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lot 143 thru and including Lot 145, together with Lot 204 thru and including Lot 208, Walnut Ridge Addition, as surveyed, platted and recorded in Cass County, Nebraska.
DOUGLAS

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, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

A ten feet (10') strip of land, being the South Ten feet (S10') of the North Twenty-five feet (N25') of the above described Lots.
(See the reverse side hereof for sketch of easement areas.)

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/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.

#2 IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 18th day of September, 19 95.

OWNERS SIGNATURE(S)

#3 [Signature] President

4

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 18th day of September, 1995, before me the undersigned, a Notary Public in and for said County, personally came Michael E. Rogers

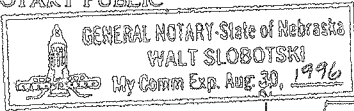
President of Rogers Development, Inc.

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 the date above written.

Walt Slobotski

NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF

COUNTY OF

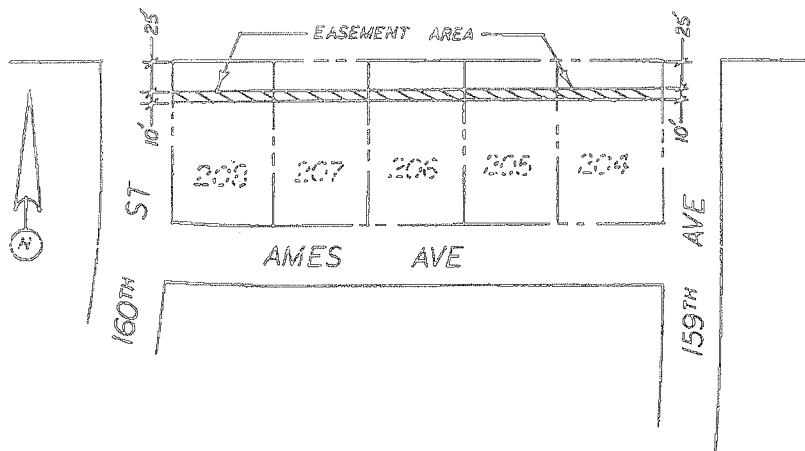
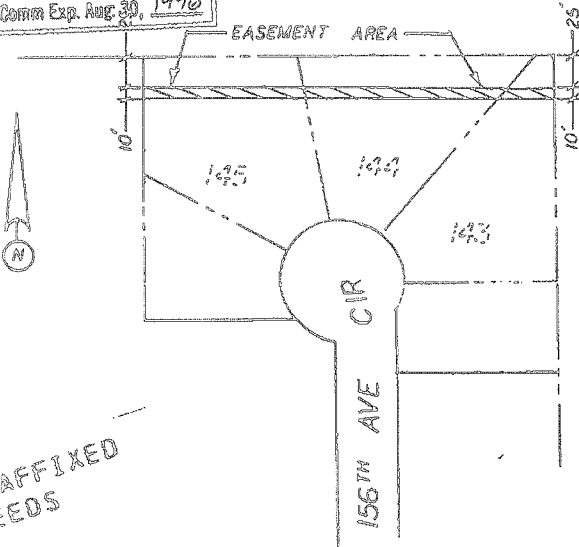
On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

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.

NOTARY PUBLIC

NOTARIAL SEAL AFFIXED REGISTER OF DEEDS



Distribution Engineer Gabriel Date _____
Section 5R14 Township 03 North, Range 15 East 11
ROW _____ Engineer _____ Est. # _____ W.O.# 9808