

RIGHT-OF-WAY EASEMENT

I, Industrial Five, a Partnership Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lot forty-six (46) Southwest Park, Douglas County, Nebraska.

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REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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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:

The east ten (10) feet of the west seventeen (17) feet of the north ten (10) feet of lot forty-six (46) southwest park, Douglas County, Nebraska.

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 1 day of Nov, 1976.

Industrial Five
[Signature]
[Signature]
STATE OF Nebraska
COUNTY OF Douglas

STATE OF _____
COUNTY OF _____
On this _____ day _____, 19____,
before me the undersigned, a Notary Public in and for said
County, personally came _____

On this 1 day of Nov, 1976,
before me the undersigned, a Notary Public in and for said County and
State, personally appeared Frank Rogers, Partners in Industrial
Five, a Partnership

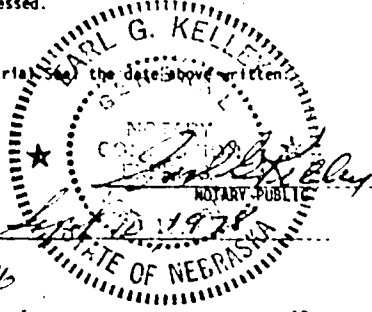
President of _____
personally to me known to be the identical person(s) who signed the
foregoing instrument as grantor(s) and who acknowledged the execution
thereof to be _____ voluntary act and deed for the purpose
therein expressed.

personally to me known to be the identical person(s) and who acknowledged
the execution thereof to be Frank 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.

Witness my hand and Notarial Seal at _____ the date above written

NOTARY PUBLIC



My Commission expires: _____

My Commission expires: _____

Distribution Engineer AA Date 11/4/76; Land Rights and Services, VP Date 11/4/76

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____ 19____
Section _____ Township _____ North, Range _____ East Salesman Estey Engineer Rocktck Est. # 28390 W.O. # 212

Lot 46
Southwest Park