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Received - RICHARD TAKECHI
 Register of Deeds, Douglas County, NE
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DIST
 Revised June 23, 2004

Doc.# _____

RIGHT-OF-WAY EASEMENT

CHASE ROYCE, LLC, a Nebraska limited liability company Owner(s)
 of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Eleven (11), Southwestern Plaza, as surveyed, platted, and recorded in Douglas County, Nebraska.

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 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:

(See Exhibit "A" on the reverse side hereof for a drawing of the easement area.)

CONDITIONS:

Where the District's facilities are constructed the District shall have the right to operate, maintain, repair, replace and renew said facilities consisting of, underground wires, cables, fixtures, conduits and other instrumentalities within a strip of land as indicated above, and together with the right to remove any obstructions from the surface and subsurface of said strip for the placement of facilities.

The foregoing easement is granted on the condition and understanding that the District promptly restore, repair and replace any landscaping, sprinkler systems, turf, drive areas, and any other improvements that are disturbed or damaged by the District's exercise of its easement rights.

Where the District'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 District, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses. The Grantor shall not be responsible for the cost of relocation or grade change of said facilities except when the relocation or grade change is caused by the Grantor.

It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 23 day of JUNE, 2004.

OWNERS SIGNATURE(S)

CHASE ROYCE, LLC (formerly known as SWP 143, LLC)

L. R. Royce, MANAGER

<COMPLETE ACKNOWLEDGMENT ON THE REVERSE SIDE HEREOF>

RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 % Right of Way 6W/EP1
 444 South 16th Street Mall
 Omaha, NE 68102-2247

COMPANY ACKNOWLEDGMENTSTATE OF NebraskaCOUNTY OF Douglas

On this 23rd day of June, 2004, before me the undersigned, a Notary Public in and for said County and State, personally came Lawrence A. James, II, President of Chase Royce, LLC, a Nebraska limited liability company, 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.

James D. Buser

 NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

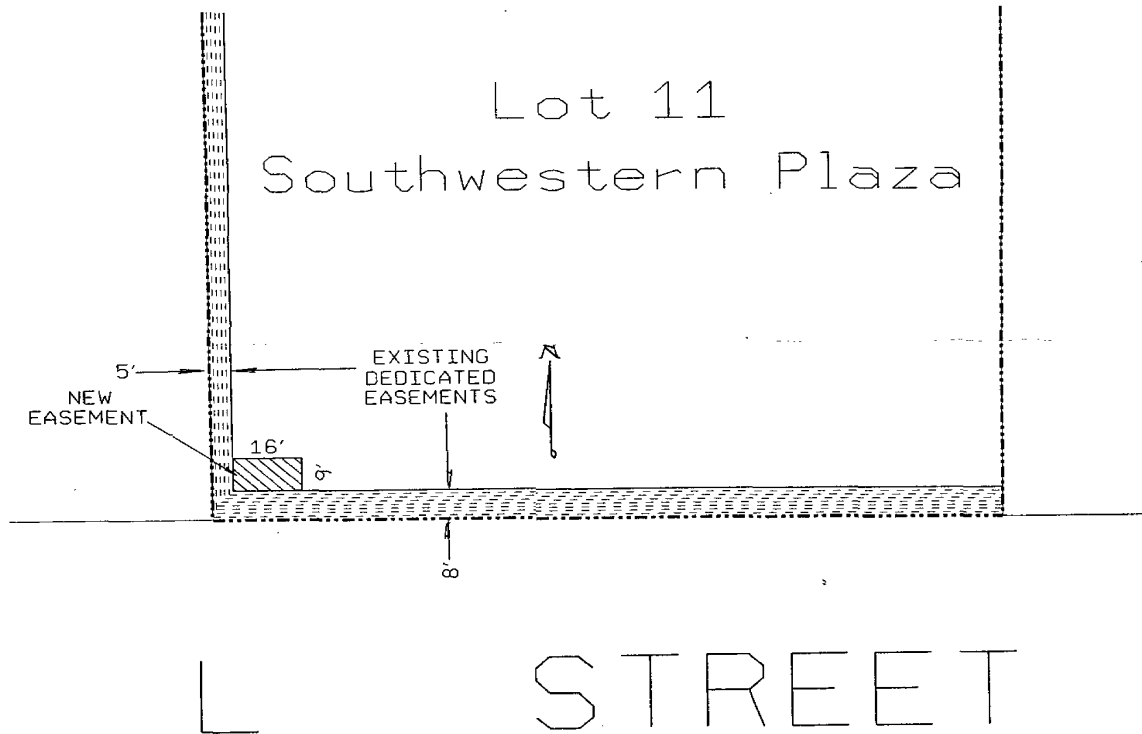
On this _____ day of _____, 2004, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

_____ 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

EXHIBIT "A"



NW ¼, Section 01, T 14 N, R 11 E, County Douglas ROW RAM
 Customer Rep. Marshall Engineer Harrison Srvc Req. # W.O.# 25664