

RIGHT-OF-WAY EASEMENT

I, DODGE DEVELOPMENT, INC. Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots Seventy-nine (79) thru Ninety-one (91); One Hundred Twelve (112) thru One Hundred Nineteen (119); One Hundred Thirty-one (131) and One Hundred Thirty-two (132), Greenfields, an addition to Douglas County, Nebraska, as surveyed, platted and recorded.

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:

For location of easement areas granted by this document refer to the attached Exhibit "A" which is hereby made a part hereof.

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.

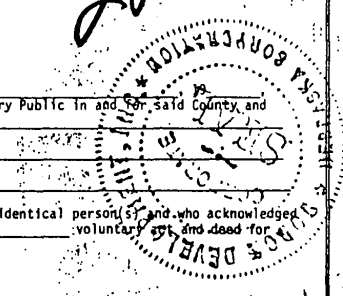
IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 5th day of Sept., 19 79.

Attest: George D. Walsh
George D. Walsh, Assistant Secretary

DODGE DEVELOPMENT, INC.
BY: R. H. Abernathy, Jr.
Vice President

STATE OF Nebraska
COUNTY OF Douglas
On this 5th day of September, 19 79, before me the undersigned, a Notary Public in and for said County, personally came R. H. Abernathy, Jr. Vice President of Dodge 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. and the voluntary act and deed of said corporation.

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.



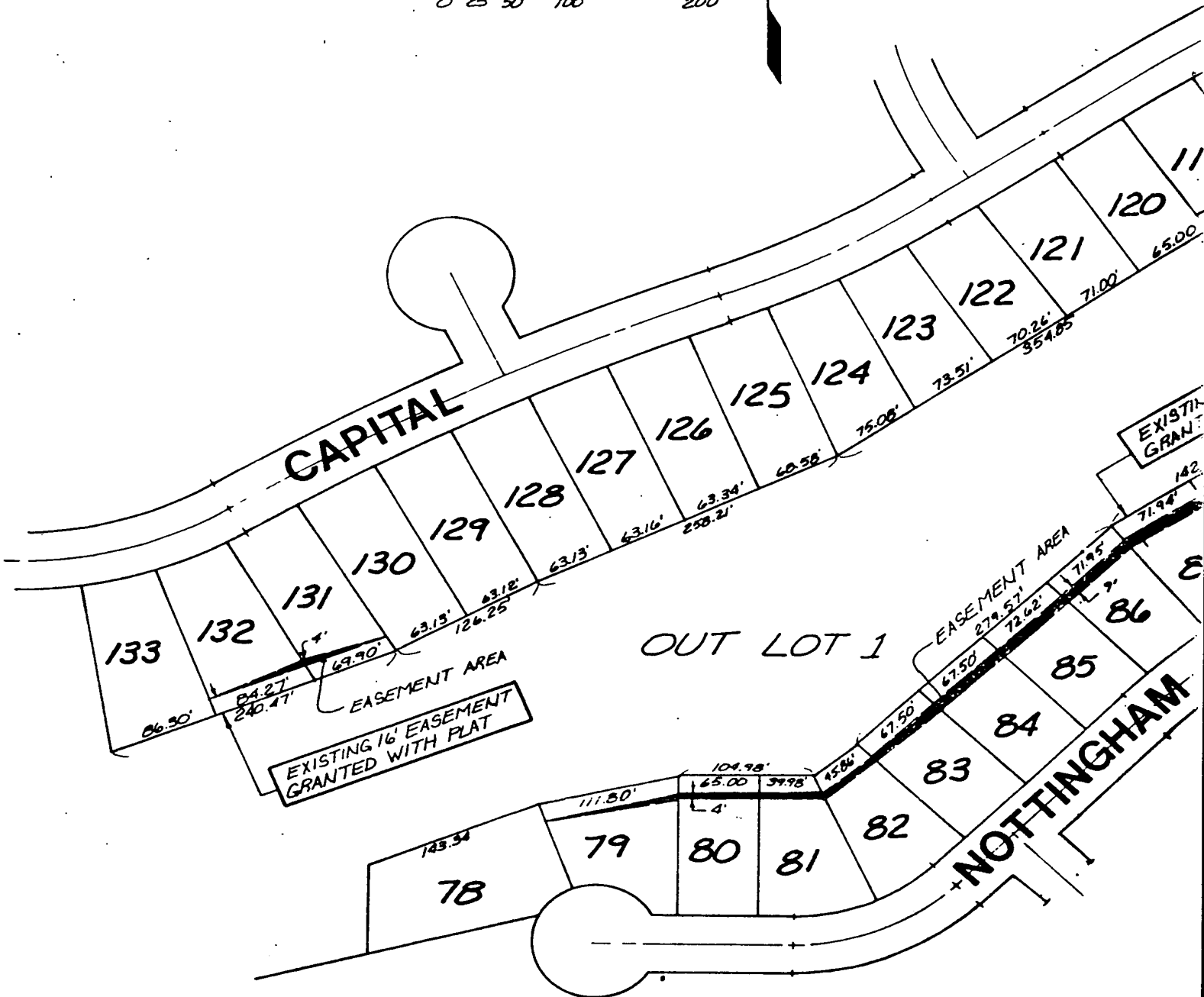
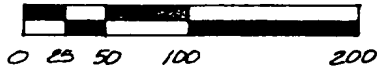
Witness my hand and Notarial Seal at Omaha in said County the day and year last above written.

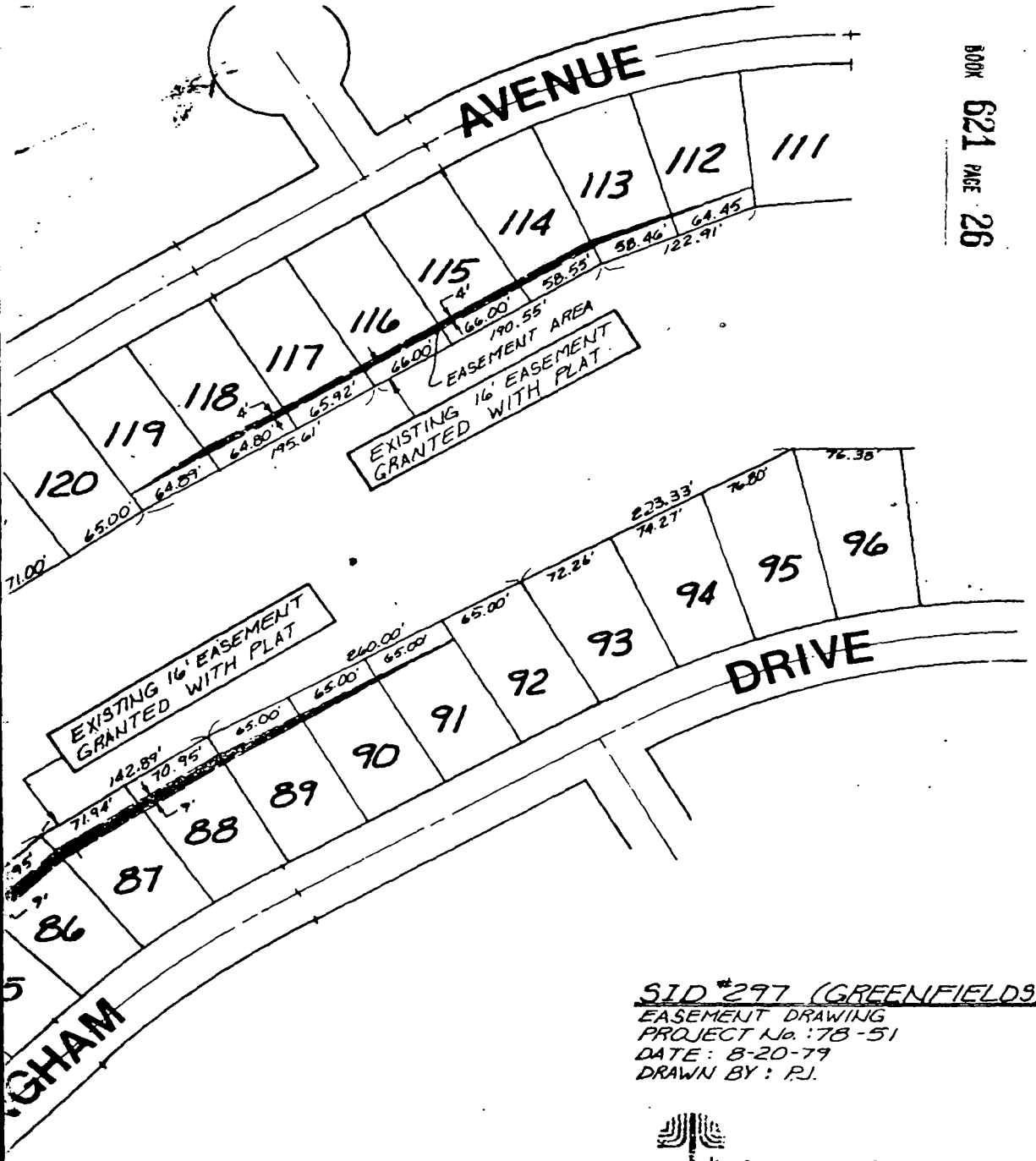
Witness my hand and Notarial Seal the date above written.

Carol J. Baker
NOTARY PUBLIC
GENERAL NOTARY - State of Nebraska
My Commission expires: CAROL J. BAKER
My Comm. Exp. July 10, 1983

NOTARY PUBLIC
My Commission expires: _____

District _____ and Rights and Services _____ Date 9/6/79
Recorded in Misc. Book No. _____ of Page No. _____ on the _____ day of _____, 19 _____
Section 22 Township 15 North, Range 11 East Salesman Meyer/Dropinski Engineer Daniels Est. 49937 N.O. 4358





BOOK 621 PAGE 26

4 miles

RECEIVED
 1979 SEP 20 PM 3:16
 C. HAROLD OSTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

Book 621
 Page 24
 of 11

1975
 Index
 Comped ✓
 8680

SID 297 (GREENFIELD9)
 EASEMENT DRAWING
 PROJECT No: 78-51
 DATE: 8-20-79
 DRAWN BY: P.J.



 J. L. RYANSON & ASSOCIATES
 8280 West 100th St
 Omaha, Nebraska 68114

EXHIBIT "A"