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OPPD Form No. 1-75-1

Distribution .

RIGHT-OF-WAY EASEMENT

I, we, First Northwestern Trust Co. of Nebraska, Trustee the real estate described as follows, and hereafter referred to as "Grantor", Owner(s)

Lot Two (2), Huntington Park Replat II, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

FILED FOR RECORD 3-24-80 AT 8:45 A.M. IN BOOK 53 OF Misc Recs PAGE 172 Cal a. [illegible] 625

REGISTER OF DEEDS, SARPY COUNTY, NEB.

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 West Ten feet (10') of the South One Hundred Seven and Six Hundredths feet (107.06') of said Lot Two (2).

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 12th day of March, 1980.

First Northwestern Trust Co. of Nebraska, Trustee
By: Landco, Inc, a Nebraska Corporation, Its Attorney-in-fact

President

STATE OF Nebraska
COUNTY OF Sarpy

On this 12th day March, 19 80, before me the undersigned, a Notary Public in and for said County, personally came Charles G. Smith President of Landco, 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 at Papillion in said County the date above written.

State of Nebraska
Notary Public
L. B. LUDWIG
My Comm. Exp. Aug. 12, 1980

NOTARY PUBLIC

My Commission expires August 12, 1980

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

My Commission expires: _____

Distribution Engineer [illegible] Date 3/11/80 Land Rights and Services [illegible] Date 3/11/80

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____

Section 35 Township 14 North, Range 12 East Salesman Pulisek Engineer Perkins Est. # 33268 Acc. # 6220

01923

POWER OF ATTORNEY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

KNOW ALL MEN BY THESE PRESENTS that the undersigned FIRST NORTHWESTERN TRUST CO. OF NEBRASKA, TRUSTEE, with its principal office in the City of Omaha, Douglas County, Nebraska, does hereby make, constitute and appoint LANDCO, INC., a Nebraska corporation with its principal office in LaVista, Nebraska, its true and lawful attorney-in-fact for the undersigned in its name, place and stead, and on its behalf, and for its use and benefit:

1. To grant, bargain, convey, sell, contract for the sale and conveyance of, mortgage, encumber, and/or subject to assessments and real estate taxes in the ordinary course of business any or all of the real property held by the undersigned under and pursuant to that certain Trust Agreement known as The Charles G. Smith and Nellie M. Smith Irrevocable Trust Agreement dated December 27, 1979 wherein the undersigned is Trustee and pursuant to the attendant Development and Management Agreement dated February 19, 1980, by and between the undersigned and Landco, Inc.

2. To execute any and all documents necessary to carry out the provisions of paragraph 1 above, including but not limited to deeds and mortgages; and to execute such other documents as are necessary to carry out the provisions of paragraph 2 of the aforedescribed Development and Management Agreement.

The rights, powers and authorities of this Power of Attorney herein granted shall commence and be in full force and effect on February 19, 1980, and such rights, powers and authority shall remain in full force and effect thereafter until written notice thereof is filed with the County Clerk of Sarpy County, Nebraska.

Dated this day of March, 1980.

FIRST NORTHWESTERN TRUST CO
OF NEBRASKA, TRUSTEE

By [illegible]

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public, in and for said county and state, personally came [illegible] Vice Pres. of FIRST NORTHWESTERN TRUST CO. OF NEBRASKA, TRUSTEE, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said FIRST NORTHWESTERN TRUST CO. OF NEBRASKA, TRUSTEE.

Witness my hand and Notarial Seal this [illegible] day of [illegible], 1980.

GENERAL NOTARY-State of Nebraska
LIN M. FALKNER
My Comm. Exp. Mar. 3, 1981

Notary Public