

December 10, 1990

RIGHT-OF-WAY EASEMENT

I, JACOBS LIMITED PARTNERSHIP
of the real estate described as follows, and hereafter referred to as "Grantor",

Lots 419 through 426, Nelson's Creek, as surveyed, platted
and recorded in Douglas County, Nebraska.

RECEIVED
MAY 3 10 50 AM '93
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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
referred to as "Grantee", 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:

See exhibit "A" attached for easement area description and drawing.

CASH 10.293 BK 1069 R 92-411 FB MC-27215
TYPE Misc PG 505-509 C/O _____ COMP na SCAN JM
PRICE 19.00 OF Misc LEGL PG 505 MC _____ FV _____

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.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument
this 19th day of Dec, 19 90.

JACOBS LIMITED PARTNERSHIP
Warren L. Jacobs, General Partner

Distribution Engineer _____ Date _____ Property Management _____ Date _____
Section SE 11 Township 15 North, Range 11 East
Salesman _____ Engineer Keating Est. # _____ W.O. # _____

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
Real Estate Dept.
404 South 10th Street, 11th Floor
Omaha, NE 68102-2107

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

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

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.

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

NOTARY PUBLIC

STATE OF Nebraska

COUNTY OF Dawson

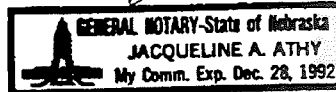
On this 19th day of December, 1990,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

Harold Jacobs

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.

Jacqueline A. Athy
NOTARY PUBLIC



A permanent easement for construction and maintenance of power and communication wires, cables and other related equipment over that part of Lots 419 through 426, inclusive, NELSON'S CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska,

Commencing at the east corner of said Lot 419, NELSON'S CREEK;

Thence North $46^{\circ}02'34''$ West (bearings referenced to the NELSON'S CREEK Final Plat) for 48.00 feet along the northeast line of said Lot 419, NELSON'S CREEK, to the TRUE POINT OF BEGINNING on the centerline of a ten foot strip easement, said easement lying five feet on both sides of the following described line;

Thence South $44^{\circ}27'42''$ West for 76.00 feet to a point in the northeast line of said Lot 420, NELSON'S CREEK, which is 45.00 feet northwest from the east corner thereof;

Thence South $38^{\circ}04'20''$ West for 76.40 feet to a point in the northeast line of said Lot 421, NELSON'S CREEK, which is 30.00 feet northwest from the east corner thereof;

Thence South $48^{\circ}13'10''$ West for 76.21 feet to a point in the northeast line of said Lot 422, NELSON'S CREEK, which is 25.00 feet northwest from the east corner thereof;

Thence South $51^{\circ}56'41''$ West for 76.75 feet to a point in the northeast line of said Lot 423, NELSON'S CREEK, which is 25.00 feet northwest from the east corner thereof;

Thence South $44^{\circ}53'02''$ West for 74.01 feet to a point in the northeast line of said Lot 424, NELSON'S CREEK, which is 25.00 feet northwest from the east corner thereof;

Thence South $52^{\circ}24'44''$ West for 74.81 feet to a point in the northeast line of said Lot 425, NELSON'S CREEK, which is 36.00 feet northwest from the east corner thereof;

Thence South $42^{\circ}55'25''$ West for 93.93 feet to a point in the northeast line of said Lot 426, NELSON'S CREEK, which is 35.00 feet northwest from the east corner thereof;

Thence South $81^{\circ}57'44''$ West for 115.40 feet to the POINT OF TERMINUS in the west line of said Lot 426, NELSON'S CREEK, which is 35.00 feet north from the southwest corner thereof.

