

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

RECEIVED

FEB 22 10 46 AM '96

GEORGE J.
REGISTERED
DOUGLAS



Doc.# _____

RIGHT-OF-WAY EASEMENT

#1 U.S. Development, L.L.C. Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

Part of the NE 1/4 of Section 21, Township 15 North, Range 11 East of the 6th P.M., 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 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:

NW
NE

That part of the NW 1/4 of the NE 1/4 of Section 21, Township 15 North, Range 11 East of the 6th, P.M., Douglas County, Nebraska, described as follows:

Commencing at the NW corner of said NW 1/4; Thence S00°25'38"E (assumed bearing) 70.00 feet on the west line of said NW 1/4 to the south line of West Dodge Road and the point of beginning; thence continuing S00°25'38"E 525.00 feet on the west line of said NW 1/4; thence east 10.00 feet on a line 595.00 feet south of and parallel with the north line of said NW 1/4; thence N00°25'38"W 525.00 feet on a line 10.00 feet east of and parallel with the west line of said NW 1/4 to the south line of West Dodge Road; thence west 10.00 feet on a line 70.00 feet south of and parallel with the north line of said NW 1/4 and on the south line of West Dodge Road to the point of beginning. Containing 5,250 square feet more or less.

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.

#2 IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 7 day of FEBRUARY, 19 96.

#3 M. M. Aldes, Mgr.

OWNERS SIGNATURE(S)

CORPORATE ACKNOWLEDGMENT

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 the date above written.

01964 21-15-11 MB
FEE 5.00 R NOTARY PUBLIC
DEL C/O [Signature]
LEGAL PG SCAN [Signature] FV

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

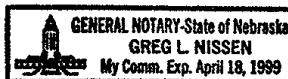
On this 25th day of JANUARY, 19 96, before me the undersigned, a Notary Public in and for said County and State, personally

appeared MAURICE M. ALDES, Manager
of U.S. Development, L.L.C. personally to me

known to be the identical person(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.

[Signature]
NOTARY PUBLIC



Distribution Engineer _____ Date _____ Property Management _____ Date _____
Section NE 21 1/4 Township 15 North, Range 1 East
Salesman Rosales Engineer Keating Est. # 950194002 W.O.# M1-4866