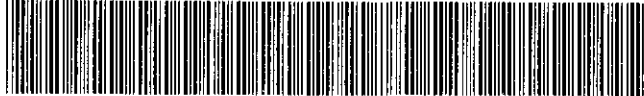




MISC 2005095745



AUG 05 2005 15:03 P 2

NO. 401 Doc
 2/2 MISC
 FEE 1100 FB 55-22020
 BKP _____ C/O _____ COMP 100
 DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/5/2005 15:03:23.29



2005095745

TRANS

Doc.# 2.159 00(015)

July 13, 2005

Filed: AS RECEIVED RIGHT-OF-WAY EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereinafter called "District", a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission and distribution lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

The East 125 feet of the West 160 feet of the North 103 feet of Lot 6 and the East 125 feet of the West 160 feet of the South 47 feet of Lot 7, all in Block 13, Lawnfield Addition as surveyed, platted and recorded in Douglas County, Nebraska.

The area of the above described real estate to be covered by this easement shall be as follows:

(See the reverse side hereof for sketch of easement area.)

CONDITIONS:

The District 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.

The District shall also have the right to burn, trim, or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all Trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District, and the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.

Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the above described easement area; Grantor shall not change or alter the grade of the right-of-way herein described without the prior written approval from the District; Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way.

It is further agreed that the 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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this _____ day of _____, 2005.

OWNERS SIGNATURE(S)

Harpen & Son LP
A Family Limited Partnership
by: Leonard F. Harpen, President

RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 % Land Rights 5E/EP2
 444 South 16th Street Mall
 Omaha, NE 68102-2247

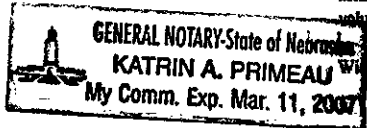
** FILED: AS IS

CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska
COUNTY OF Douglas

On this 27th day of July, 2005 before me the undersigned, a Notary Public in and for said County, personally came Leonard F. Harper Omanah President of Harper & Son, LP 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.



Katrina Primeau
NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, 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) 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.

NOTARY PUBLIC

