

RIGHT-OF-WAY EASEMENT

DEED RECORD #139

1076

* Wolf Sand & Gravel Company, a corporation, (owner(s) of the real estate described below, and hereafter referred to as "Grantor(s)", 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 to install, operate, maintain, repair, replace and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

A strip of land 16 feet in width, being 8 feet on each side of and parallel to the following line: Beginning at a point 182.48' South and 128.13' East of the SE corner of the NE 1/4 of Section 21, T17N, R6E of the 6th P.M., said point being an OPPD power pole; thence N20-40-01W a distance of 363.03'; thence N1-14-23W a distance of 795.47'; thence N69-43-18W a distance of 1336.46' to a terminus point, said point being an OPPD power pole, and also,

A tract of land located in the NE 1/4 of Section 21, T17N, R6E of the 6th P.M., more particularly described as commencing at the SE corner of the NE 1/4 of Section 21; thence North along the East line of the NE 1/4 a distance of 1190.49'; thence West a distance of 580.22' to the point of beginning; thence N58-40-46W a distance of 129.43'; thence N48-47-34W a distance of 316.33'; thence N88-03-56W a distance of 42.72'; thence S71-22-42W a distance of 270.0'; thence S17-49-24W a distance of 260.10'; thence N87-24-36E a distance of 137.02'; thence S67-42-46E a distance of 177.40'; thence S56-59-31E a distance of 302.56'; thence N31-19-14E a distance of 330.83' to the point of beginning, containing a computed area of 5.000 acres more or less, for the purpose of furnishing electric service to said 5.000 acre tract,

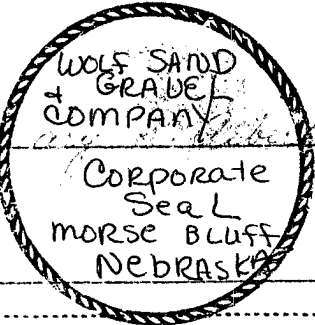
Notwithstanding condition (a) below the additional rights granted by this easement are limited to one service line, and related equipment, for the carrying and transmission of electric current.

CONDITIONS:

- (a) Where Grantee's facilities are constructed, Grantee shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentalities for the carrying and transmission of electric current for light, heat and power, including all services of the Grantee to the residence on the above described real estate, over, upon, along, above, under, in and across a strip of land sixteen feet (16') in width, being eight feet (8') on each side of and parallel to facilities as constructed by Grantee.
(b) The Grantee 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) Grantor, its heirs, successors or assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantee's facilities have been constructed.
(d) Grantee shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be.
(e) It is further agreed 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 or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 25 day of November, 19 81.

ATTEST:



WOLF SAND & GRAVEL COMPANY, A Corporation,

By Alice E. Wolf, President

ATTEST:

Grantor(s)

STATE OF NEBRASKA
COUNTY OF DODGE

STATE OF
COUNTY OF

On this 25 day of November, 19 81, before me the undersigned, a Notary Public in and for said County, personally came Alice E. Wolf,

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

President of Wolf Sand & Gravel Company, 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 her voluntary act and deed for the purpose therein expressed.

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.
Eleanor M. Granger
NOTARY PUBLIC

Witness my hand and Notarial Seal the date above written.

My Commission expires: 2-1-85

My Commission expires:

Distribution Engineer AH Date 12-3-81 Land Rights and Services ESK Date 1/3/81

Recorded in Misc. Book No. at Page No. on the day of 19
Section 21 Township 17 North, Range 6 East Salesman D. Klusaw Engineer D. Klusaw Est. #81014230. # 9596

SAUNDERS CO. NE. Entered in NUM INDEX DEC 16
In Bk 139 Pg 1076 of DEEDS

