

FILED S. S. SARPY CO. NE.
INSTRUMENT NUMBER
2005-33680

2005 SEP 14 P 12:18

Sharon J. Lawing
REGISTER OF DEEDS

COUNTER C.E. JS
VERIFY D.E.
PROOF
FEES \$ 11.00
CHECK#
CASH OPPD CASH
REFUND CREDIT
SHORT NCR

ROADWAY EASEMENT

This indenture by and between JERRY H. KOTLIK and ANNE E. KOTLIK, husband and wife, hereinafter referred to as "GRANTORS," and OMAHA PUBLIC POWER DISTRICT, a public corporation, hereinafter referred to as "GRANTEE":

WHEREAS GRANTORS are the owners in fee of the following described property to wit:

Tax Lot B1 in the Northwest Quarter (NW ¼) of Section Fourteen (14), Township Fourteen (14) North, Range Thirteen (13) East of the 6th PM, Sarpy County, Nebraska. ("GRANTORS' PROPERTY")

AND WHEREAS GRANTEE has acquired easements for overhead electric power lines across the following described property to wit:

Tax Lots B1 and C1 and Sub Lot 7 of Abraham's Sub of Tax Lot D all in the Northwest Quarter (NW ¼) of Section Fourteen (14), Township Fourteen (14) North, Range Thirteen (13) East of the 6th PM, Sarpy County, Nebraska. ("GRANTEE'S EASEMENTS")

AND WHEREAS access to the easement area is limited and restricted.

NOW THEREFORE IN CONSIDERATION of the following mutual covenants and conditions the parties agree as follows:

1. In consideration of One dollar (\$1.00) and other valuable consideration, GRANTORS hereby convey to GRANTEE a permanent easement for purposes of ingress and egress over and upon certain property described as follows and over which an unimproved roadway exits (the "Roadway"):

That portion of Tax Lot B1 in the Northwest Quarter (NW ¼) of Section Fourteen (14), Township Fourteen (14) North, Range Thirteen (13) East of the 6th PM, Sarpy County, Nebraska, shown on Exhibit "A" on the reverse side hereof.

GRANTEE agrees that this easement shall be solely for the purpose of ingress and egress from Oak Avenue to GRANTEE'S EASEMENTS located on Tax Lots B1 and C1 and Sub Lot 7 of Abraham's Sub of Tax Lot D.

2. Neither GRANTORS nor GRANTEE have an obligation to maintain the Roadway. The GRANTEE shall repair any damage to the Roadway caused by GRANTEE'S use of the Roadway.

3. The parties agree that this easement shall be binding upon the heirs, representatives, and assigns of each of the parties.

4. The GRANTORS covenant that they have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that their heirs, executors, administrators, successors and 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.

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

2005-33680-A

IN WITNESS WHEREOF said GRANTORS have set their hands this day of Month/ Sept 9, 2005.

JERRY H. KOTLIK

Jerry H. Kotlik

ANNE E. KOTLIK

Anne E. Kotlik

STATE OF NEBRASKA)
)SS
COUNTY OF SARPY)

Before me, a Notary Public in and for said County and State, appeared JERRY H. KOTLIK and ANNE E. KOTLIK, personally known to be the identical persons who signed the foregoing instrument as GRANTORS and who acknowledged the execution to be their voluntary act and deed for purpose therein expressed.

Witness my hand and seal this 9th day of September, 2005.

[Signature]
Notary Public

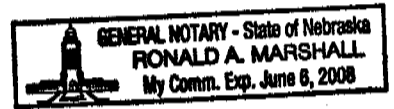


Exhibit "A"

