

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Real Estate Division
444 South 16th Street Mall
Omaha, NE 68102-2247



RECEIVED

FEB 3 11 15 AM '95

GEORGE J. L. FRIEDLICH
REGISTERED SURVEYOR
DOUGLAS COUNTY, NE

1-16-95
TRANS

Tract 1
Doc.# 2.152 00(001)
Jay Warren

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, add to, maintain and operate thereon, electric transmission lines consisting of structures, down guys, anchors, wires, underground cables and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

The Southwest (SW¹/₄) of Section One (1), Township Fourteen (14) North, Range Ten (10) East of the 6th P.M., Douglas County, Nebraska.

SW SW

The area of the above described real estate to be covered by this easement, (hereinafter the "Easement Area"), shall be as follows:

Beginning at a point 33 feet North of and 33 feet East of the Southwest Corner of said Section 1; thence N00°25'E along a line 33 feet east of and parallel to the West Line of said Section 1 a distance of 131.0 feet; thence S04°48'E a distance of 131.6 feet; thence N89°22'W along a line 33 feet North of and parallel to the South line of said Section 1 a distance of 12.0 feet to the point of beginning.

CONDITIONS:

The District shall have the right of ingress and egress across the Easement Area for any purpose hereinbefore granted; provided, such ingress and egress shall be exercised in a reasonable manner.

The District shall also have the right to trim or remove all trees and brush on the Easement Area as may be necessary to efficiently exercise any of the hereinbefore granted rights. All refuse from such tree and brush cutting or trimming shall be disposed of by the District, and if the Easement Area is not being utilized for cultivated crops, the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the Easement Area.

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

Grantor may cultivate, enjoy, and otherwise use the land within the Easement Area, including the right of ingress and egress across the Easement Area, provided that such use(s) shall not, in the reasonable opinion 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 Easement Area; Grantor shall not change or alter the grade of the Easement Area without the prior written approval from the District, which approval shall not be unreasonably withheld; Grantor shall not allow the burning of any materials of any nature within the Easement Area.

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 31 day of January, 19 95.

OWNERS SIGNATURE(S)

Jay Warren
Beth Warren

4
1216 1-11-10 m3
10-52 10-6000
11-00 COMP VP
12-11-11

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA

COUNTY OF DOUGLAS

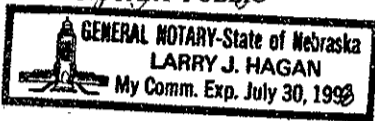
On this 31ST day of January, 1995,
before me the undersigned, a Notary Public in and for said
County, personally came _____

President of Jay Warren

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 NIS
voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Larry J. Hagan
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA

COUNTY OF DOUGLAS

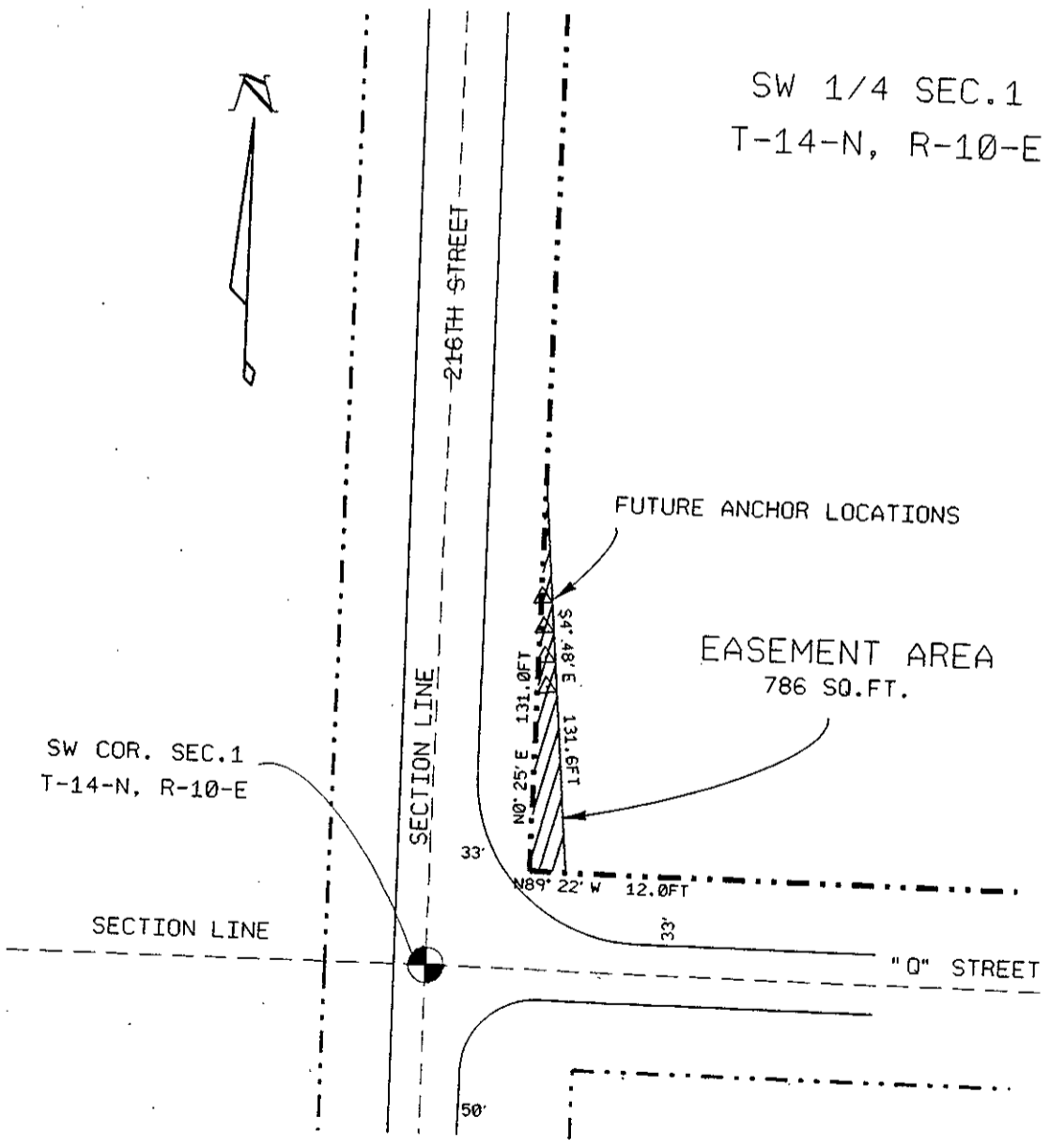
On this 31ST day of January, 1995,
before me the undersigned, a Notary Public in and for said
County and State, personally appeared _____

Ruth Warren

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.

Larry J. Hagan
NOTARY PUBLIC



Engineering _____ Date _____ Property Management _____ Date _____

Section SW ¼ 1 Township 14 North, Range 10 East, Douglas County, Nebraska.

ROW Hagan Engineer Samson Est. # _____ W.O.# M1 1085