

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



1134 042 MISC



13520 94 042-043

BKUG
October 3, 1994

Doc.# 264

RIGHT-OF-WAY EASEMENT

Sam Reagan

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots 1 thru 5, inclusive, West Center Plaza, as surveyed, platted and recorded in Douglas County, Nebraska.

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LEGAL PG SCAN 5 PV

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:

A strip of land Ten feet (10') in width, being Five feet (5') each side of and abutting the District's Underground facilities as constructed. (See reverse side hereof for sketch of easement area.)

CONDITIONS:

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.

If any trees or shrubs are damaged or removed, they will be replaced with the same size and type, and no trees in the buffer zone shall be disturbed. Any asphalt, tie walls or other manmade items that are damaged due to construction, will immediately be replaced or repaired.

In granting this easement, it is understood that strip 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.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 5th day of October, 1994.

OWNERS SIGNATURE(S)

X [Signature]
Sam L. Reagan

CORPORATE ACKNOWLEDGEMENT

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.

NOTARY PUBLIC

RECORDED
Nov 17 2 04 PM '94
GEORGE
REGISTER
DOUGLAS

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS

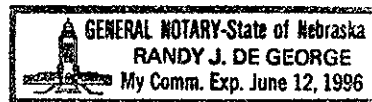
On this 5th day of October, 1994, before me the undersigned, a Notary Public in and for said County and State, personally appeared

SAM L. REAGAN

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 1/4 35 Township 15 North, Range 11 East
Salesman De George Engineer Haskins Est. # 940200001 W.O.# M18258

