



Return to:
 OMAHA PUBLIC POWER DISTRICT
 Land Management 6W/EP4
 444 South 16th Street Mall
 Omaha, Nebraska 68102-2247

OPPD Doc. #: _____
 Date: 06-15-18
 UNG

RIGHT-OF-WAY EASEMENT

NEW WEST FARM HOLDINGS, LLC, a Nebraska limited liability company

("Grantor") is the owner(s) of the real estate described as follows (the "Grantor Property"):

Lot 1, West Farm Replat 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, its successors and assigns, hereafter referred to as "District", a permanent right-of-way easement with rights of ingress and egress thereto, to survey, construct, reconstruct, inspect, operate, maintain, inspect, repair, replace, renew, add to, and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other necessary fixtures and equipment upon, over, along, under, in and across the following described real estate (the "Easement Area"):

The South Twelve (12) feet of the East Twenty-two (22) feet of Lot 1, West Farm Replat 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

CONDITIONS:

The District shall have the perpetual right, but not the obligation, to cut, clear or remove all trees, roots, brush, undergrowth and other obstructions from the surface and subsurface of the Easement Area and to temporarily open any fences crossing said area. 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 but not obligation to control and impede the growth of all weeds, trees, and brush along the Easement Area.

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 buildings, structures, improvements, trees, retaining walls or loose rick walls placed in said Easement Area, but the same may be used for gardens shrubs, landscaping, paving and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. Grantor agrees that the existing grade of the Easement Area shall not be reduced more than One foot (1') in elevation without the prior approval of the District.

The District shall have the right of ingress and egress across the Grantor Property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner and only when reasonably necessary.

The District shall pay Grantor and/or lessee of the Grantor Property, as their interests may appear, for all damages to growing crops, fences or other property on the Grantor Property which may be caused by the exercise of the hereinbefore granted rights. It is further agreed that all claims for such damages must be submitted in writing.

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 asserting any right, title or interest prior to or contrary to this conveyance.

The undersigned agrees and represents that he/she has read and understands the Right-of-Way Easement and that

this easement shall run with the land, constitutes the entire agreement between the parties, and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or natures which are not expressly set forth herein. This Right-of-Way Easement shall be binding upon the respective grantees, licensees, lessees, successors, heirs and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 20 day of SEPTEMBER, 2018.

OWNERS SIGNATURE(S)

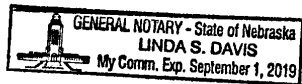
New West Farm Holdings, LLC
a Nebraska limited liability company
By North American Casualty Co., Its Manager

Sign: [Signature] Sign: _____
Print: Jeffrey A. Silver Print: _____
Title: Vice President Title: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20 day of September, 2018,
by Jeffrey A. Silver



Witness my hand and Notarial Seal the date above written.
[Signature]
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

| | | | | | | | | | | | | | |
|-------|-----|----|-----|---------|----|-------------|----|--------------|-------|----|------|---------|--------|
| NE 17 | 1/4 | NE | 1/4 | Section | 23 | Township | 15 | North | Range | 11 | East | Douglas | County |
| | | | | | | Subdivision | | West Farm R2 | | | | | |
| | | | | | | | | | | | Lot | | 1 |