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GEORGE J. BUDLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that the OMAHA PUBLIC POWER DISTRICT, a Public Corporation organized and existing pursuant to the laws of the State of Nebraska, herein called Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration received from Grantee, does hereby grant, bargain, sell, convey, and confirm unto VILLAGE REALTY COMPANY, herein called Grantee, the following described real property in Douglas County, Nebraska:

A part of the Southwest Quarter of Section 21, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 21-16-12; thence N89°54'20"E, a distance of 118.17 feet along the South line of said Southwest Quarter of Section 21; thence N07°28'20"E along the East R.O.W. Line of New State Highway 133 a distance of 335.45 feet; thence N11°32'35"E along the East R.O.W. Line a distance of 132.55 feet; thence N05°12'20"E along the East R.O.W. Line a distance of 121.16 feet to the Point of Beginning; thence N05°12'20"E along the East R.O.W. Line a distance of 679.24 feet; thence N71°18'20"E a distance of 166.14 feet to the West R.O.W. Line of Irvington Road (Old State Highway 133); thence S39°26'40"E along said West R.O.W. Line a distance of 943.15 feet; thence continuing S39°26'40"E for a distance of 257.97 feet along said West R.O.W. Line to the beginning of a 324.14 foot radius curve to the right; thence along said curve (chord bearing S23°46'10"E for 175.15 feet) for an arc distance of 177.36 feet; thence S08°05'40"E feet along said West R.O.W. Line for a distance of 191.93 feet to the North R.O.W. Line of State Street; thence S89°54'20"W along said North R.O.W. Line for a distance of 340.0 feet; thence N18°54'31"W for a distance of 467.10 feet; thence N60°16'39"W for a distance of 216.90 feet; thence S89°54'20"W a distance of 400.0 feet to the Point of Beginning. Containing an area of 12.62 acres, more or less ("the Property").

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To have and to hold the above described premises together with all tenements, hereditaments, and appurtenances thereto belonging unto the Grantee and to Grantee's successors and assigns forever.

EXCEPTING and reserving to the Grantor a permanent right-of-way easement to survey, construct, reconstruct, relocate, add to, maintain and operate thereon, electric transmission and/or distribution 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 (hereinafter the "Easement Area"), to wit:

A part of the Southwest Quarter of Section 21, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 21-16-12; thence N89°54'20"E, a distance of 1401.95 feet along the South line of said Southwest Quarter of Section 21; thence N08°05'40"W a distance of 33.33 feet to the intersection of the West R.O.W. Line of Irvington Road (Old State Highway 133) and the North R.O.W. Line of State Street and the POINT OF BEGINNING; thence S 89°54'20"W along said North R.O.W. Line of

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State Street for a distance of 340.0 feet; thence N18°54'31"W for a distance of 44.37 feet; thence N89°54'20"E, for a distance of 348.42 feet to the West R.O.W. Line of Irvington Road (Old State Highway 133); thence S08°05'40"E feet along said West R.O.W. Line for a distance of 42.41 feet to the POINT OF BEGINNING. (See attached Exhibit "A" for sketch of easement area.)

CONDITIONS:

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

The Grantor 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 reserved rights. All refuse from such tree and brush cutting or trimming shall be disposed of by Grantor, and if the Easement Area is not being utilized for cultivated crops, Grantor shall have the further right to control and impede the growth of all weeds, trees, and brush along the Easement Area.

Grantor shall pay the Grantee 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 reserved rights.

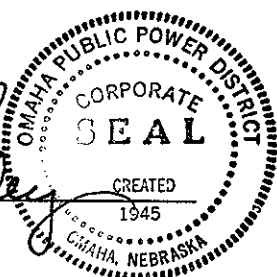
Grantee may cultivate, enjoy, and otherwise use the land within the Easement Area, and shall have the right of ingress and egress across the Easement Area, provided that such use(s) shall not, in the reasonable opinion of Grantor, endanger or be a hazard to or interfere with the hereinbefore reserved rights; Grantee shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the Easement Area; Grantee shall not change or alter the grade of the Easement Area without the prior written approval from Grantor, which approval shall not be unreasonably withheld; Grantee shall not allow the burning of any materials of any nature within the Easement Area.

Grantor does hereby covenant with the Grantee and with Grantee's successors and assigns that Grantor is lawfully seised of the Property; that it is free from encumbrance, and that Grantor has good, right, and lawful authority to convey the same; and Grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated this 2nd day of February, 1996.

ATTEST:

Carol J. Kelley
Assistant Secretary



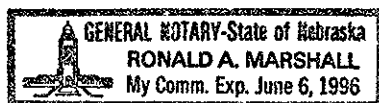
OMAHA PUBLIC POWER DISTRICT

D.D. Wittke
Vice President

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

Before me, a notary public in and for said county, personally came D.D. Wittke, Vice President and Carol J. Kelley, Assistant Secretary of the Omaha Public Power District, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof in the capacity therein stated as the voluntary act and deed of said corporation.

Witness my hand and seal this 2nd day of February, 1996.



Ronald A. Marshall
Notary Public

EXHIBIT "A"

