

OPPD1

TRANS
April 21, 1993

Doc. # _____

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 herein 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, alter, improve, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

That part of the SW $\frac{1}{4}$ of Section 3, T15N, R11E of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the SW corner of said SW $\frac{1}{4}$; thence N00°24'45"E (assumed bearing) 1600.93 feet on the West line of said SW $\frac{1}{4}$ to the point of beginning; thence S89°35'15"E 33.00 feet to a point on the centerline of an existing creek; thence southeasterly on the centerline of said existing creek on the following described seventeen courses; thence S26°05'11"E 176.61 feet; thence S30°23'23"E 141.91 feet; thence N28°25'37"E 212.09 feet; thence S23°36'10"E 455.70 feet; thence S80°52'05"W 129.63 feet; thence S28°13'22"E 104.49 feet; thence S55°13'58"E 187.87 feet; thence N63°43'03"E 89.38 feet; thence S12°08'26"W 156.61 feet; thence S68°10'28"E 64.08 feet; thence N85°37'48"E 115.27 feet; thence N57°29'24"E 92.08 feet; thence S46°32'39"E 121.44 feet; thence N67°15'45"E 125.04 feet; thence S01°23'41"W 422.40 feet; thence S12°56'19"W 114.88 feet; thence S00°54'07"E 63.12 feet to the North line of West Maple Road; thence Easterly on the North line of West Maple Road on the following described four courses; thence S89°27'49"E 302.12 feet; thence S89°53'00"E 616.09 feet; thence N79°43'53"E 305.10 feet; thence N87°17'59"E 116.15 feet; thence N00°26'20"E 300.00 feet; thence N87°17'59"E 290.84 feet to the East line of said SW $\frac{1}{4}$; thence N00°26'20"E 2114.22 feet on the East line of said SW $\frac{1}{4}$ to the NE corner thereof; thence N89°59'17"W 2645.33 feet on the North line of said SW $\frac{1}{4}$ to the NW corner thereof; thence S00°24'45"W on the West line of said SW $\frac{1}{4}$ 1040.45 feet to the point of beginning. Containing 126.97 acres.

SW
SE
NW
NE

The area of the above described real estate to be covered by this easement shall be as follows:

The North Fifty Feet (N 50') of the above described property.

CONDITIONS:

The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. 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 said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District, and the District shall have the further right to control and impede the growth of all weeds, vines, and brush along the described right-of-way to the extent necessary to exercise the rights hereinbefore granted. The District shall pay the Grantor for all damages to landscaping, fences, and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.

It is understood that the right-of-way property will be used for single-family residential and park purposes and the District will exercise its rights hereunder in a prudent manner consistent with such usage to the extent possible. Grantor may use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights. Grantor shall not allow any buildings, structures, or other property to remain or be placed upon the above described easement area. Grantor shall not change or alter the grade of the right-of-way herein described without the prior written approval from the District. The District understands that Grantor will be grading the subject property for a residential subdivision. Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 27 day of April, 1993.

OWNERS SIGNATURE(S)

BENCHMARK HOMES, INC., a Nebraska corporation,

John C. Czerwinski, Jr., President

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

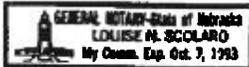
On this 27th day of April, 1993, before me the undersigned, a Notary Public in and for said County, personally came John C. Czerwinski, Jr.

President of Benchmark Homes, Inc., a Nebraska

corporation, 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 his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Louise M. Scolaro
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

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.

NOTARY PUBLIC

Distribution Engineer _____ Date _____ Property Management _____ Date _____
Section RWN 3 Township 15 North, Range 11 East
Salesman HARRIS Engineer SAMUELSON Esc. # _____ W.O.# _____

10276H 1069 3-5-18 P 01-60000
TYPE Misc PG 479-480 COMP. X CL. _____
FEE 10.50 OF Misc LEGL PG 479 MC _____

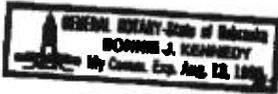
RECEIVED
MAY 3 10 50 AM '93
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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

STATE OF Nebraska)
) ss.
LANCASTER County)

On this 10th day of November, A.D., 1993, before
me, a General Notary Public, duly commissioned and qualified, personally
came Allan L. Abbott
..... Director-State Engineer

to me known to be the identical person whose name is
affixed to the foregoing instrument as grantor and acknowledged the same to be
a voluntary act and deed.



WITNESS my hand and Notarial Seal this day and year last above written.

Bonnie J. Kennedy Notary Public.
commission expires the 12th day of August, 1995.

RF-ARF
Project 64-7(102) AFE

Indexed _____
Compared _____
General _____
Filed _____

QUITCLAIM DEED - STATE (1 Page)

THE STATE OF NEBRASKA
DEPARTMENT OF ROADS
TO

Dorcas L. Horney

STATE OF NEBRASKA)
) ss.
Lancaster County)

Entered in Numerical Index and filed for
record in the office of the Register of Deeds
of said County, the day of

at o'clock and minutes M., and
duly recorded in Book of
..... Deeds on page

.....
Register of Deeds.
.....
Deputy.

60380

No. 101, Jul 84