



BK 0912 PG 324



MISC 1990 02009

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INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

CITY OF OMAHA

LEGISLATIVE CHAMBER

BOOK 912 PAGE 324

Omaha, Nebr. 19.....

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS; the Riverfront Redevelopment Plan, and the subsequent Redevelopment Agreement, provide that the City of Omaha and the County of Douglas cause the relocation of certain utilities within the redevelopment area; and,

WHEREAS, furtherance of such utility relocation, the Omaha Public Power District, at its cost, will relocate a 161 KV electric transmission line to an underground route along the eastern edge of the redevelopment area; and,

WHEREAS, it is necessary that the Omaha Development Foundation, the County of Douglas, the City of Omaha and the Omaha Public Power District enter into a Right-of-Way Agreement to cause such relocation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the Mayor is authorized to execute, and the City Clerk to attest, the attached Right-of-Way Agreement with the Omaha Development Foundation, the Omaha Public Power District and the County of Douglas.

APPROVED AS TO FORM:

Robert J. ...
CITY ATTORNEY



I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

Mary Yuliga ...
CITY CLERK

2595y

2595y

9009

RECEIVED

FEB 5 1 42 PM '90

GEORGE J. ...
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

by *Fred Conley*
Councilmember

adopted JAN 10 1989 *7-0*

Mary Yuliga ...
City Clerk

Approved *Walter M. Calinger* 11/3/89
Mayor

SK 912 N 23-15-13 KP C/O FEE 11650
PC 324-345 N DEL VK MC WC
omp COMP OF FIB



RIGHT-OF-WAY AGREEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the OMAHA DEVELOPMENT FOUNDATION (hereinafter called "Grantor"), a Nebraska not-for-profit corporation, the OMAHA PUBLIC POWER DISTRICT (hereinafter called "OPPD"), a public corporation and political subdivision of the State of Nebraska, the COUNTY OF DOUGLAS, NEBRASKA (hereinafter called "County"), a political subdivision of the State of Nebraska, and the CITY OF OMAHA, NEBRASKA (hereinafter called "City"), a Nebraska city of the metropolitan class, hereby agree as follows:

1. CONVEYANCE OF PERMANENT RIGHT-OF-WAY-EASEMENTS. Grantor, its heirs, executors, administrators, successors and assigns, hereby grant and convey to OPPD, and its successors and assigns, the following described permanent right-of-way easements:

- (a) A permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate therein, underground electric transmission lines consisting of wires, underground cables, supports and other necessary fixtures and equipment under, in and across the following described real estate (hereinafter called "Underground Cable Easement"): Refer to Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", and "J" attached hereto and made a part hereof.
- (b) A permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate (hereinafter called "Termination Site Easement"): Refer to Exhibit "K" attached hereto and made a part hereof.
- (c) A permanent construction and access right-of-way easement to support rights obtained by OPPD in the Underground Cable Easement and Termination Site Easement (hereinafter called "Construction and Access Easement"): Refer to Exhibit "L" attached hereto and made a part hereof.



2. CONDITIONS OF PERMANENT RIGHT-OF-WAY EASEMENTS.

- (a) OPPD shall have the right of ingress and egress across the Underground Cable Easement, Termination Site Easement and Construction and Access Easement for any purpose hereinbefore granted, and shall exercise such right in a reasonable manner.
- (b) OPPD shall also have the right to burn, trim, or remove all trees and brush on the Underground Cable Easement, Termination Site Easement and Construction and Access Easement as may be necessary to efficiently exercise any of the hereinbefore granted rights.
- (c) OPPD shall have the right to construct, reconstruct, replace, add to and maintain fencing to protect fixtures and equipment located on the Termination Site Easement.
- (d) Grantor may use and enjoy the land within the Underground Cable Easement, Termination Site Easement and Construction and Access Easement provided that such use shall not, in the judgement of OPPD, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not place or locate any buildings, structures, or other property upon the Underground Cable Easement, Termination Site Easement and Construction and Access Easement. Grantor shall not change or alter the grade of said Easements without prior written approval from OPPD; Grantor shall not burn any materials of any nature within said Easements.
- (e) Grantor warrants that it has lawful possession of the Underground Cable Easement, Termination Site Easement and Construction and Access Easement, good, right and lawful authority to make the conveyance of the Underground Cable Easement, Termination Site Easement and Construction and Access Easement, and that Grantor and its successors and assigns shall defend the same against the claims of all persons or entities claiming an interest conveyed to them by Grantor which is contrary to the conveyance of the Underground Cable Easement, Termination Site Easement or Construction and Access Easement and which materially interferes with the rights granted herein. Any right, title or interest in and to the Underground Cable Easement, Termination Site Easement or Construction and Access Easement acquired by Grantor after the date of this Right-Of-Way Agreement shall inure to the benefit of OPPD as the recipient of said Easements.



3. INDEMNIFICATION. County and City agree to indemnify and hold harmless Grantor, OPPD, and their respective directors, officers, agents and employees from and against any and all losses, claims, suits, costs, expenses and other liabilities of any kind (hereinafter called "Liabilities") which they or their successors and assigns, may incur, without exception, on account of the existence of any Hazardous Material located in, on, under or about the real estate described in Exhibits A through L inclusive. "Hazardous Material" shall mean and include any "hazardous waste" as defined in either the United States Resource Conservation and Recovery Act or regulations adopted pursuant to said Act, and also any "hazardous substance" or "hazardous material" as defined in the United States Comprehensive Environmental Response, Compensation and Liability Act and the rules and regulations promulgated thereunder, and under any similar state or local statutes or ordinances.

Liabilities on account of the existence of Hazardous Material shall include but shall not be limited to injury of any real, personal, tangible or intangible property; and contamination or threatened contamination of, injury or damage to or adverse effect on persons, animals, aquatic or wild life, vegetation, waters, air, land or the environment. County and City agree that ODF and OPPD shall not at their own expense or otherwise, be required at any time to mitigate, remediate or clean-up any damage to the Underground Cable Easement, Termination Site Easement or Construction and Access Easement, or to animals, aquatic or wild life, vegetation, waters, air, land or the environment related to said Easements.

This indemnity to Grantor shall not apply to Liabilities: (1) on account of any Hazardous Material placed in or on a particular site covered by this indemnity by Grantor or its agents after the date of this Agreement; or (2) caused by the sole negligence or willful conduct of Grantor or its agents. This indemnity to OPPD shall not apply to Liabilities: (1) on account of any Hazardous Material placed in or on a particular site covered by this indemnity by OPPD or its agents after the date of this Agreement; (2) caused by the sole negligence or willful conduct of OPPD or its agents; or (3) caused by a defect in, failure of or damage by a third person to any equipment or facilities installed by OPPD in the exercise of the rights granted to OPPD in this Agreement.

4. OBLIGATIONS. The obligations provided by the County pursuant to Paragraph 3 shall apply only to the Underground Cable Easement designated as Exhibits "C", "D", "E", "F", "G", "H", "I", and "J" and the Termination Site Easement designated as Exhibit "K", and the Construction and Access Easement designated as Exhibit "L". The obligations of the City provided by Paragraph 3 shall apply only to the Underground Cable Easement

①

designated as Exhibits "A", "B", and the Termination Site Easement designated as Exhibit "K" and the Construction and Access Easement designated as Exhibit "L".

5. BINDING EFFECT. This Right-Of-Way Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Right-Of-Way Agreement, the 13th day of January, 1989.

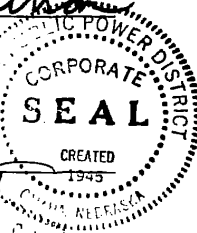
ATTEST: OMAHA DEVELOPMENT FOUNDATION

Nancy A. Curran

BY: [Signature] 1/18/89
Title: Ex. Director

ATTEST:

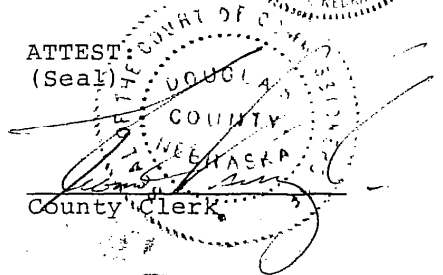
B. J. Kelley
Assistant Secretary



OMAHA PUBLIC POWER DISTRICT

BY: Fredrick M. Petersen
Title: President

ATTEST:

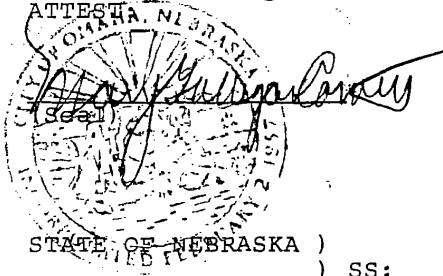


COUNTY OF DOUGLAS, NEBRASKA

County Clerk

BY: [Signature]
Title: Chairman

ATTEST:



CITY OF OMAHA, NEBRASKA

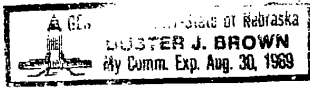
BY: Walter M. Calinger 1/13/89
Title: _____

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS:

The foregoing instrument was acknowledged before me this 13th day of January, 1989, by Walter M. Calinger, Mayor, of the City of Omaha, Nebraska, a Nebraska city of the metropolitan class, on behalf of the corporation.



WITNESS my hand and notarial seal at Omaha, in said county and state the day and year last above written.

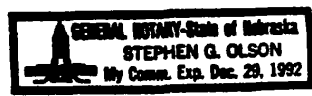


Chester J. Brown
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of August, 1989, by Fredrick M. Petersen, President, of the Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska, on behalf of the corporation.

WITNESS my hand and notarial seal at Omaha, in said county and state the day and year last above written.

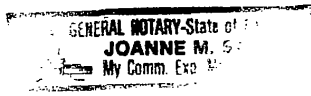


Stephen G. Olson
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of January, 1989, by Michael Albert, Home I. Carver, of the County of Douglas, Nebraska, a political subdivision of the State of Nebraska, on behalf of the corporation.

WITNESS my hand and notarial seal at Omaha, in said county and state the day and year last above written.




Joanne M. Savage
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18th day of JANUARY, 1989, by MICHAEL C. WIESE, EXECUTIVE DIRECTOR of the Omaha Development Foundation, a not-for-profit corporation organized under the laws of the State of Nebraska, on behalf of the corporation.



WITNESS my hand and notarial seal at Omaha, in said county and state the day and year last above written.

 A GENERAL NOTARY-State of Nebraska
LINDA W. MULHERIN
My Comm. Exp. July 20, 1989

Linda W. Mulherin
Notary Public

103101.dmm



That part of Government Lot 3 in the Southwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska. (See Attached for Complete Legal Description.)

23-15-13

01-60000 BS

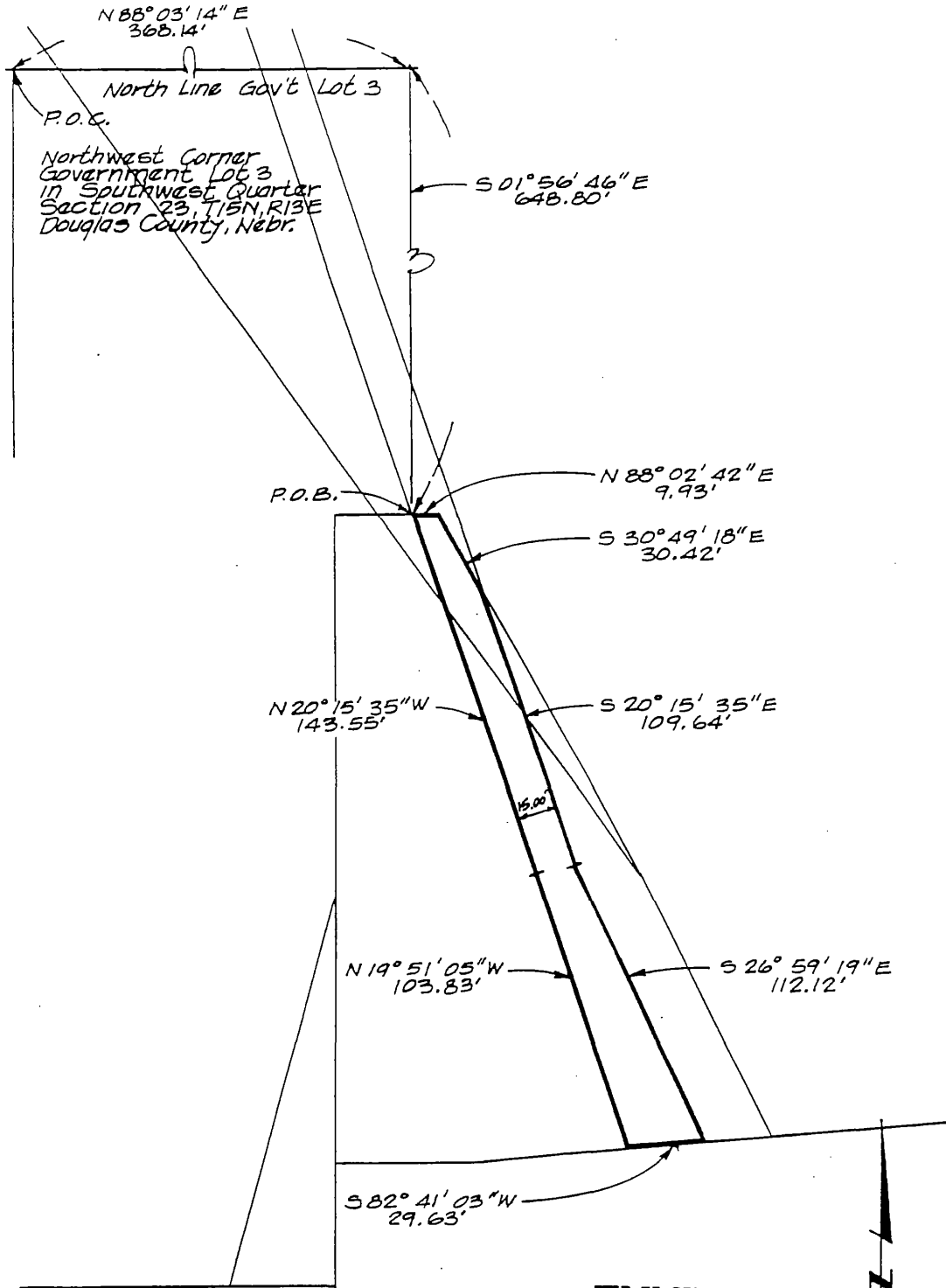


EXHIBIT 'A'



Page _____

Date Oct. 11, 1988

Job Number 2-87061 5853



lamp, rynearson & associates, inc.
 architects engineers surveyors planners

14747 california street

omaha, nebraska 68154

402-488-2488



LEGAL DESCRIPTION:

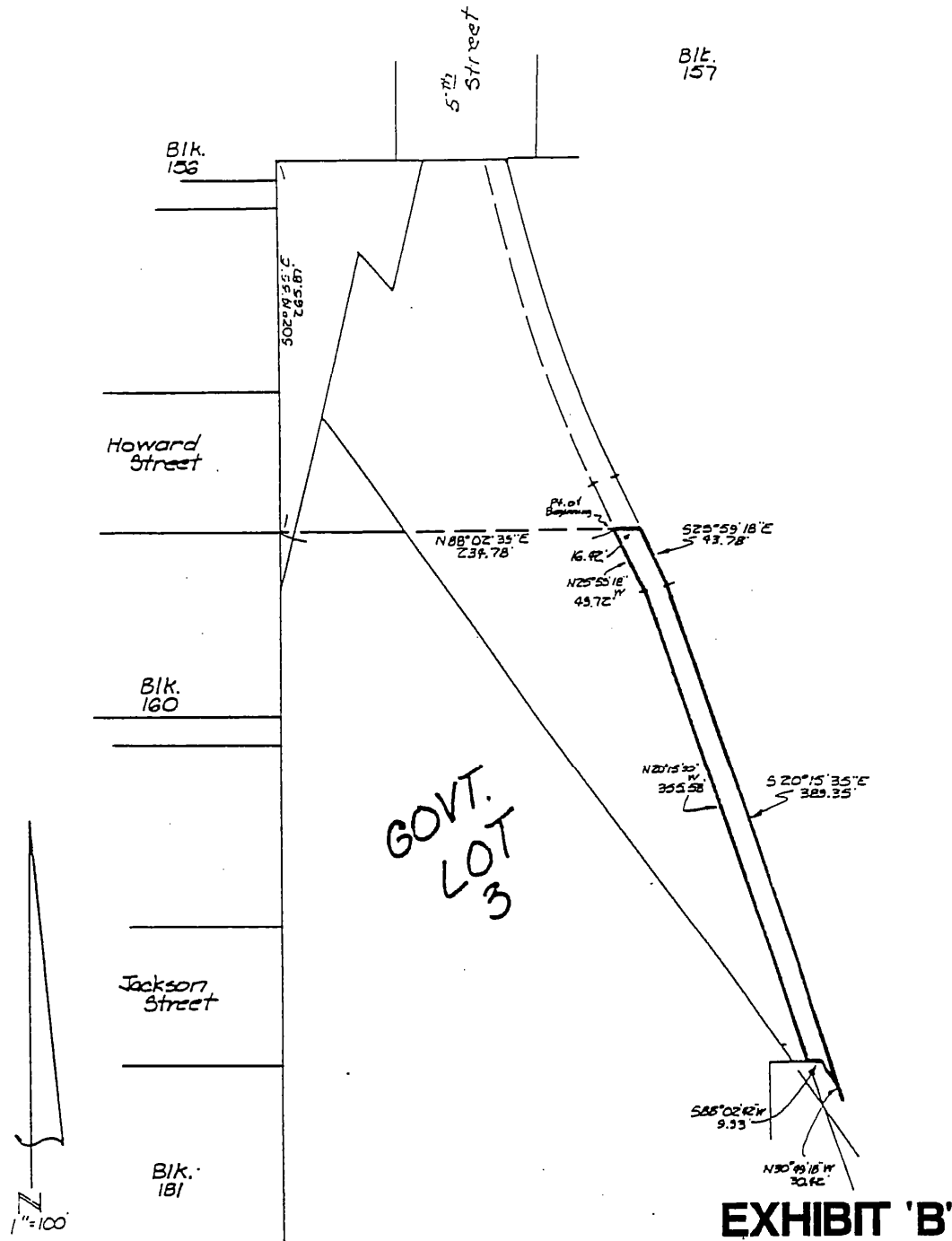
That part of Government Lot 3 in the Southwest Quarter of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the Northwest corner of said Government Lot 3; thence North $88^{\circ}03'14''$ East (bearings based on the Nebraska State Plane System, South Zone) for 368.14 feet along the North line of said Government Lot 3; thence South $01^{\circ}56'46''$ East for 648.80 feet to the TRUE POINT OF BEGINNING; thence North $88^{\circ}02'42''$ East for 9.93 feet; thence South $30^{\circ}49'18''$ East for 30.42 feet; thence South $20^{\circ}15'35''$ East for 109.64 feet; thence South $26^{\circ}59'19''$ East for 112.12 feet; thence South $82^{\circ}41'03''$ West for 29.63 feet; thence North $19^{\circ}51'05''$ West for 103.83 feet; thence North $20^{\circ}15'35''$ West for 143.55 feet to the Point of Beginning. Contains 4374 square feet.

Lamp, Rynearson & Associates, Inc.
October 11, 1988
Job No. 2-87061-5853

LEGAL DESCRIPTION:

That part of Government Lot 3 in the Southwest 1/4 of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

(See Attached Sheet for Complete Legal Description)



Page _____

Date 7-21-88

Job Number 2-82-00-61-5853



LEGAL DESCRIPTION:

That part of Government Lot 3 in the Southwest $\frac{1}{4}$ of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the Northwest corner of said Government Lot 3; thence S $2^{\circ}14'55''$ E (bearings based on the Nebraska State Plane System, South Zone) for 265.87 feet along the West line of said Government Lot 3 to the South right-of-way line of Howard Street extended; thence N $88^{\circ}02'39''$ E for 234.78 feet along said South right-of-way line to the TRUE POINT OF BEGINNING; thence continuing N $88^{\circ}02'39''$ E for 16.42 feet along said South right-of-way line; thence S $25^{\circ}59'18''$ E for 43.78 feet; thence S $20^{\circ}15'35''$ E for 389.35 feet; thence N $30^{\circ}49'18''$ W for 30.42 feet; thence S $88^{\circ}02'42''$ W for 9.93 feet; thence N $20^{\circ}15'35''$ W for 355.58 feet; thence N $25^{\circ}59'18''$ W for 49.72 feet to the TRUE POINT OF BEGINNING. Contains 6156 square feet.

Lamp, Rynearson & Associates, Inc.
July 21, 1988
Job No. 2-870061-5853

(L)

LEGAL DESCRIPTION:

That part of Government Lot 3 in the Southwest 1/4 of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows:

(See Attached Sheet for Complete Legal Description)

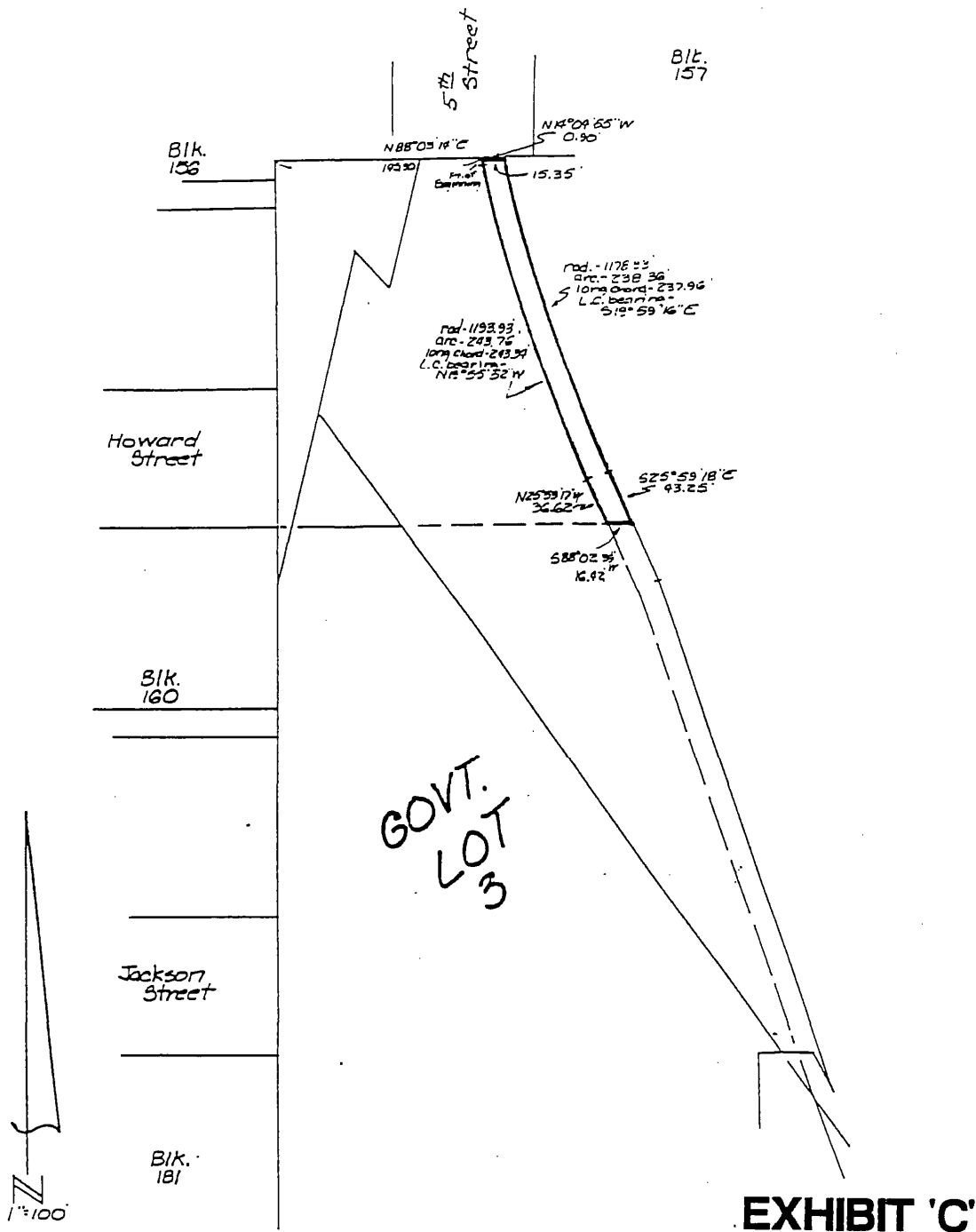


EXHIBIT 'C'

LEGAL DESCRIPTION:

That part of Government Lot 3 in the Southwest $\frac{1}{4}$ of Section 23, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the Northwest corner of said Government Lot 3; thence N $88^{\circ}03'14''$ E (bearings based on the Nebraska State Plane System, South Zone) for 145.90 feet along the North line of said Government Lot 3 to the TRUE POINT OF BEGINNING; thence continuing N $88^{\circ}03'14''$ E for 15.35 feet along said North line; thence along a curve to the left (having a radius of 1178.93 feet and a long chord bearing S $19^{\circ}59'16''$ E for 237.96 feet) for an arc distance of 238.36 feet; thence S $25^{\circ}59'18''$ E for 43.25 feet to the South right-of-way line of Howard Street extended; thence S $88^{\circ}02'39''$ W for 16.42 feet along said South right-of-way line extended; thence N $25^{\circ}59'17''$ W for 36.62 feet; thence along a curve to the right (having a radius of 1193.93 feet and a long chord bearing N $19^{\circ}55'52''$ W for 243.34 feet) for an arc distance of 243.76 feet; thence N $14^{\circ}04'55''$ W for 0.90 feet to the TRUE POINT OF BEGINNING. Contains 4222 square feet.

Lamp, Rynearson & Associates, Inc.
July 21, 1988
Job No. 2-870061-5853



LEGAL DESCRIPTION:

That part of Lot 8, Block 130, Original City of Omaha described as follows: Beginning at the Northeast corner of said Lot 8, Block 130; thence South $01^{\circ}41'01''$ East (bearings based on the Nebraska State Plane System, South Zone) for 61.78 feet along the East line of said Lot 8, Block 130; thence North $14^{\circ}04'56''$ West for 63.20 feet to the North line of said Lot 8, Block 130; thence North $88^{\circ}04'31''$ East for 13.57 feet to the Point of Beginning. Contains 419 square feet.

9-1

03-80000 S.

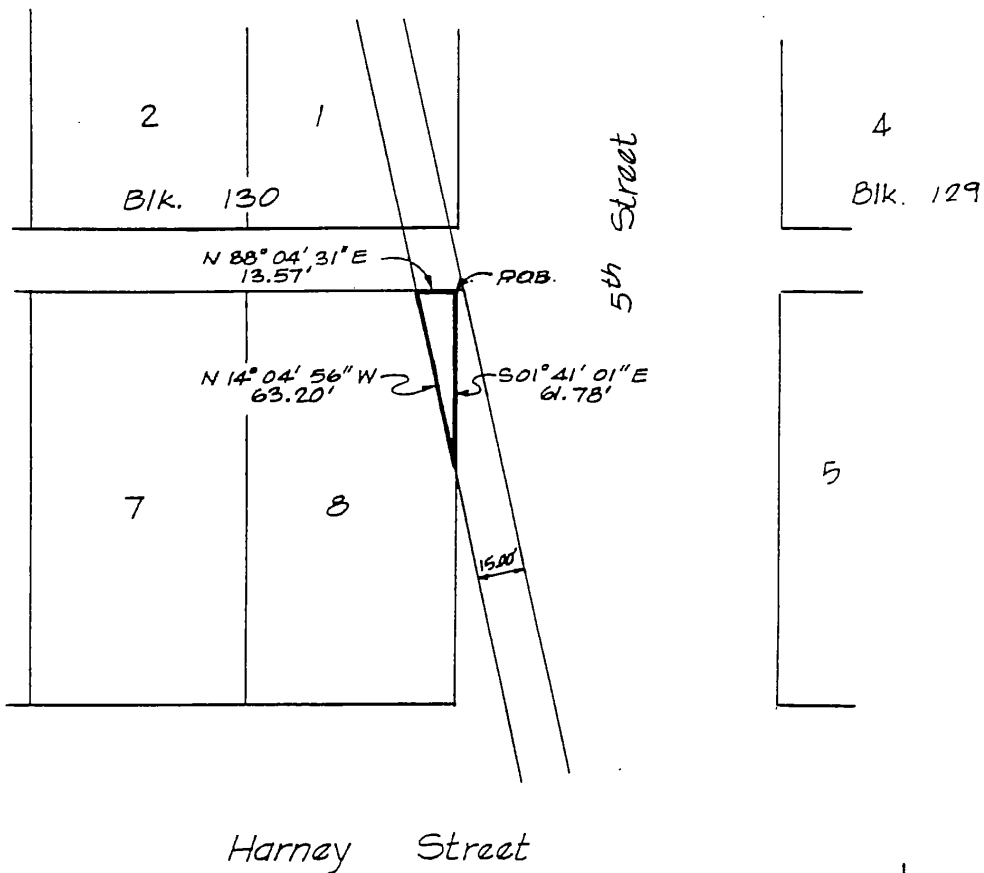


EXHIBIT 'D'



Page _____

Date Oct. 11, 1988

Job Number 2-87061 5853



lamp, rynearson & associates, inc.
 architects engineers surveyors planners

14747 california street

omaha, nebraska 68164

402-488-2488



LEGAL DESCRIPTION:

That part of Lot 1, Block 130, Original City of Omaha described as follows: Commencing at the Southeast corner of said Lot 1, Block 130; thence South $88^{\circ}04'31''$ West (bearings based on the Nebraska State Plane System, South Zone) for 2.62 feet along the South line of said Lot 1, Block 130 to the TRUE POINT OF BEGINNING; thence continuing South $88^{\circ}04'31''$ West for 15.34 feet along said South line of Lot 1, Block 130; thence North $14^{\circ}04'56''$ West for 134.75 feet to the North line of said Lot 1, Block 130; thence North $88^{\circ}05'08''$ East for 15.35 feet along the said North line of Lot 1, Block 130; thence South $14^{\circ}04'56''$ East for 134.75 feet to the Point of Beginning. Contains 2021 square feet.

41 03-200000

Farnam Street

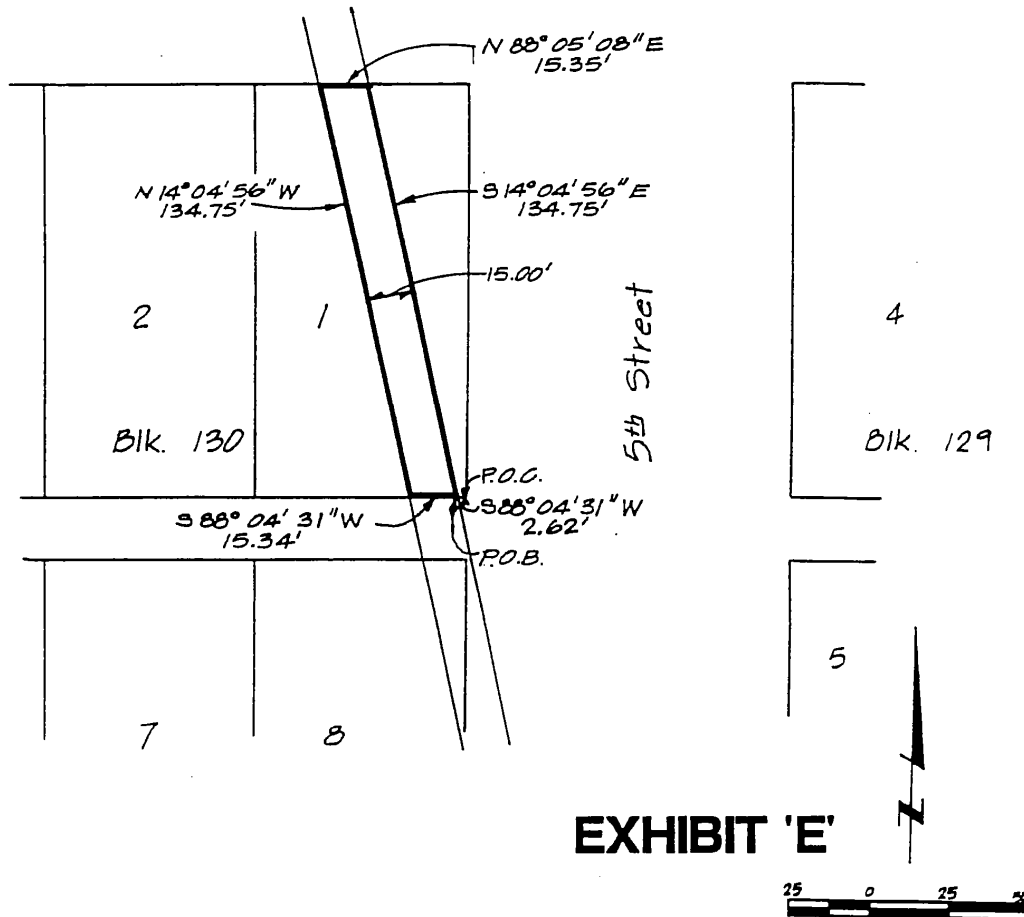


EXHIBIT 'E'

ok _____ Page _____

Date Oct. 11, 1988

Job Number 2-87061 5853

LEGAL DESCRIPTION:

That part of Lot 8, Block 127, Original City of Omaha, Douglas County, Nebraska, described as follows: Beginning at the Southwest corner of Lot 8, said Block 127; thence N 1°42'20" W (bearings based on the Nebraska State Plane System, South Zone) for 52.14 feet along the West line of said Lot 8; thence along a curve to the right (having a radius of 1399.41 feet and a long chord bearing S 15°13'24" E for an arc distance of 53.58 feet to the South line of said Lot 8; thence S 88°05'09" W for 12.52 feet to the POINT OF BEGINNING. Contains 336 square feet.

9-1
03-80000 DS

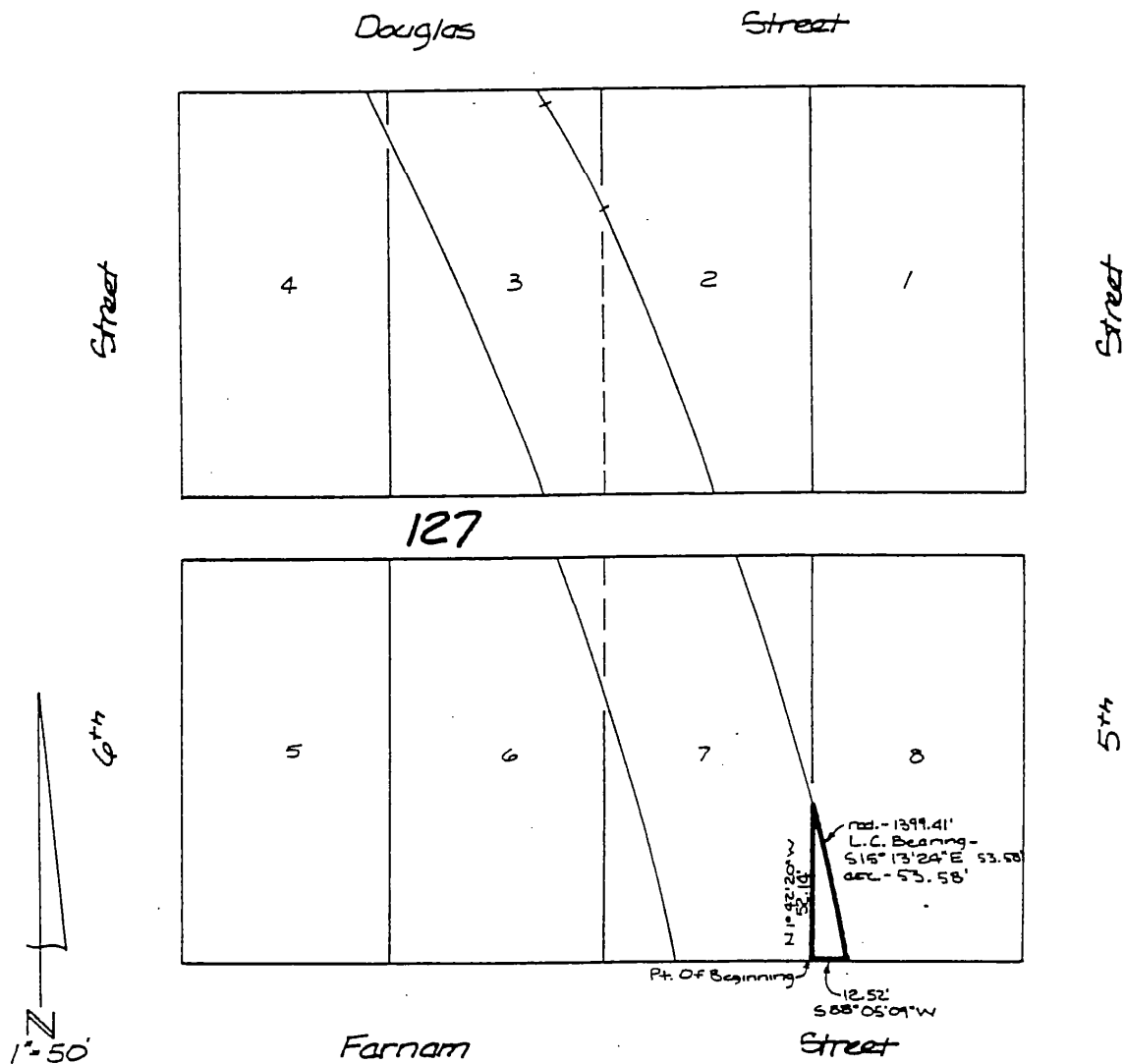


EXHIBIT 'F'

ok _____ Page _____ Date 7-28-88 Job Number 2-87-00-61-5853



LEGAL DESCRIPTION:

That part of Lot 7, Block 127, Original City of Omaha, described as follows: Beginning at the Southeast corner of said Lot 7, Block 127; thence South 88°05'09" West (bearings based on the Nebraska State Plane System, South Zone) for 2.83 feet along the South line of said Lot 7, Block 127; thence along a non-radial curve to the left (having a radius of 1384.41 feet and a long chord bearing North 17°05'32" West for 136.77 feet) for an arc length of 136.83 feet to the North line of said Lot 7, Block 127; thence North 88°05'09" East for 15.76 feet along the said North line of Lot 7, Block 127; thence along a non-radial curve to the right (having a radius of 1399.41 feet and a long chord bearing South 18°01'19" East for 83.12 feet) for an arc length of 83.14 feet to the East line of said Lot 7, Block 127; thence South 01°42'20" East for 52.14 feet to the Point of Beginning. Contains 1716 square feet.

9-1

D3-800000

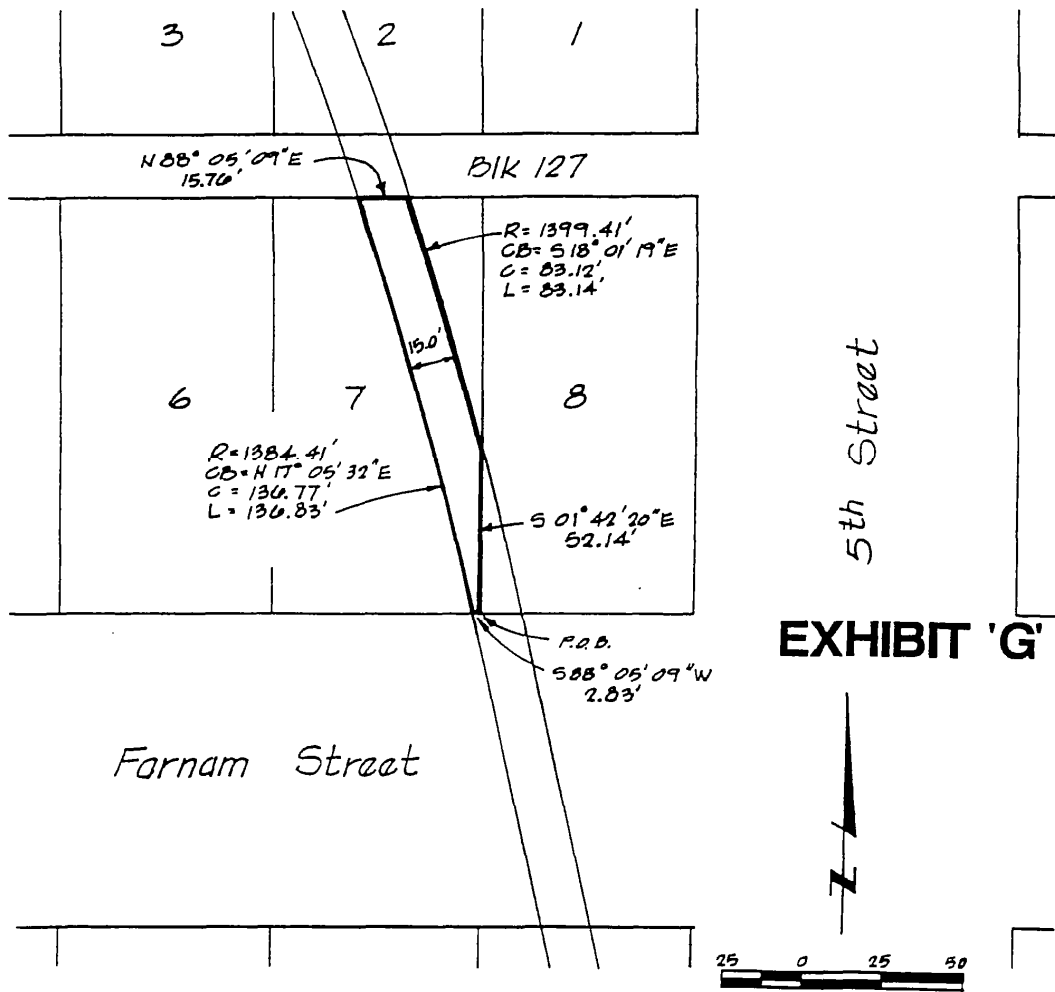


EXHIBIT 'G'



LEGAL DESCRIPTION:

That part of Lots 2 and 3, Block 127, Original City of Omaha, described as follows: Commencing at the Southeast corner of Lot 1, said Block 127; thence South 88°05'09" West (bearings based on the Nebraska State Plane System, South Zone) for 96.11 feet along the South line of Lot 1 and 2, said Block 127 to the TRUE POINT OF BEGINNING; thence continuing South 88°05'09" West for 15.84 feet along the South line of said Lot 2, Block 127; thence along a non-radial curve to the left (having a radius of 1384.41 feet and a long chord bearing North 22°42'42" West for 92.54 feet) for an arc length of 92.56 feet; thence along a curve to the left (having a radius of 232.16 feet and a long chord bearing North 29°15'07" West for 37.44 feet) for an arc length of 37.48 feet; thence North 33°52'37" West for 14.41 feet to the North line of said Lot 3, Block 127; thence North 88°05'10" East for 17.68 feet along the said North line of Lot 3, Block 127; thence South 33°52'37" East for 5.05 feet; thence along a curve to the right (having a radius of 247.16 feet and a long chord bearing South 29°15'07" East for 39.86 feet) for an arc length of 39.90 feet; thence along a curve to the right (having a radius of 1399.41 feet and a long chord bearing South 22°36'23" East for 98.67 feet) for an arc length of 98.69 feet to the Point of Beginning. Contains 2161 square feet.

3-1
03 20000 0

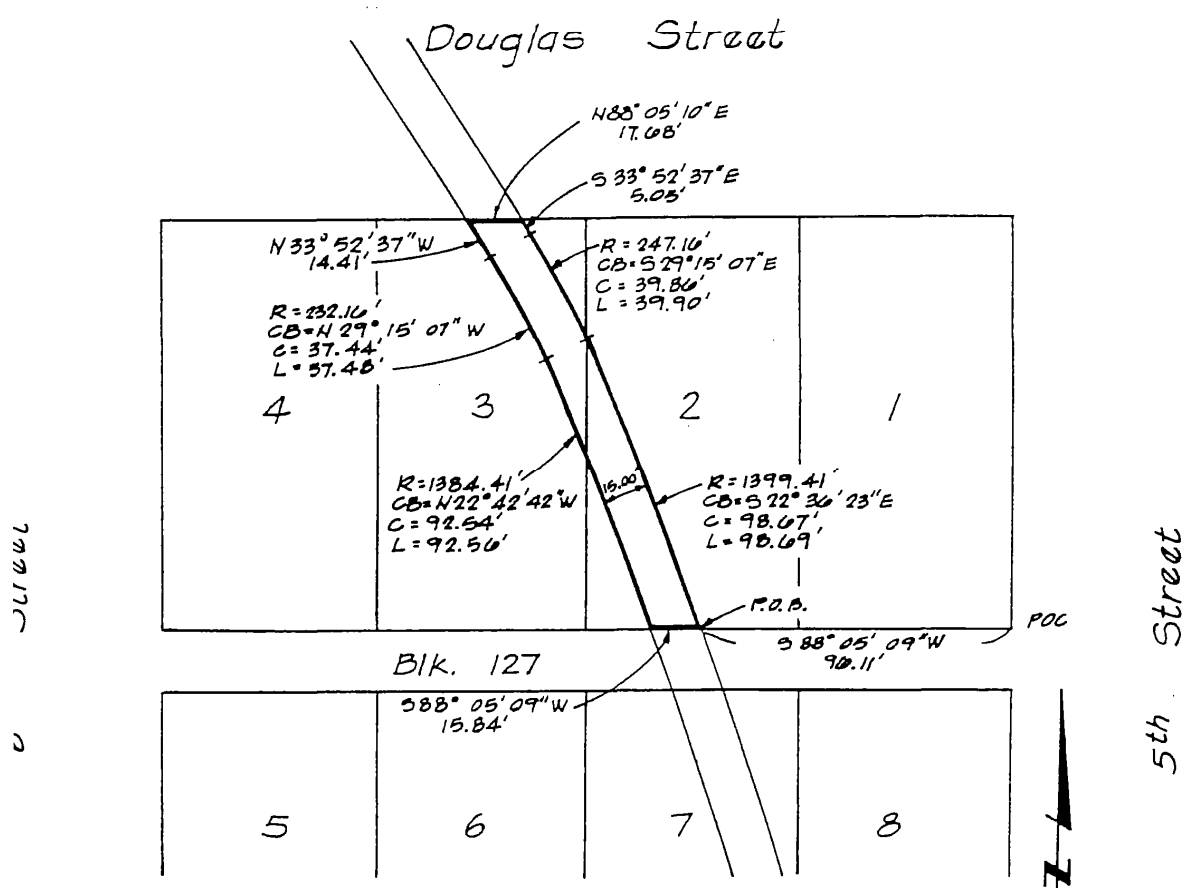


EXHIBIT 'H'

lamp, ryneason & associates, inc.
 architects engineers surveyors planners
 14747 california street omaha, nebraska 68154 402-488-2488

LEGAL DESCRIPTION:

That part of Lot 7, Block 97, Original City of Omaha, described as follows: Commencing at the Southwest corner of said Lot 7, Block 97; thence North $88^{\circ}06'01''$ East (bearings based on the Nebraska State Plane System, South Zone) for 31.77 feet along the South line of said Lot 7, Block 97 to the TRUE POINT OF BEGINNING; thence North $33^{\circ}52'37''$ West for 52.22 feet; thence North $52^{\circ}12'00''$ West for 5.21 feet to the West line of said Lot 7, Block 97; thence North $01^{\circ}46'15''$ West for 31.30 feet along the said West line of Lot 7, Block 97; thence South $33^{\circ}52'37''$ East for 93.05 feet to the South line of said Lot 7, Block 97; thence South $88^{\circ}06'01''$ West for 17.68 feet to the Point of Beginning. Contains 1152 square feet.

9-1

03-20000 35

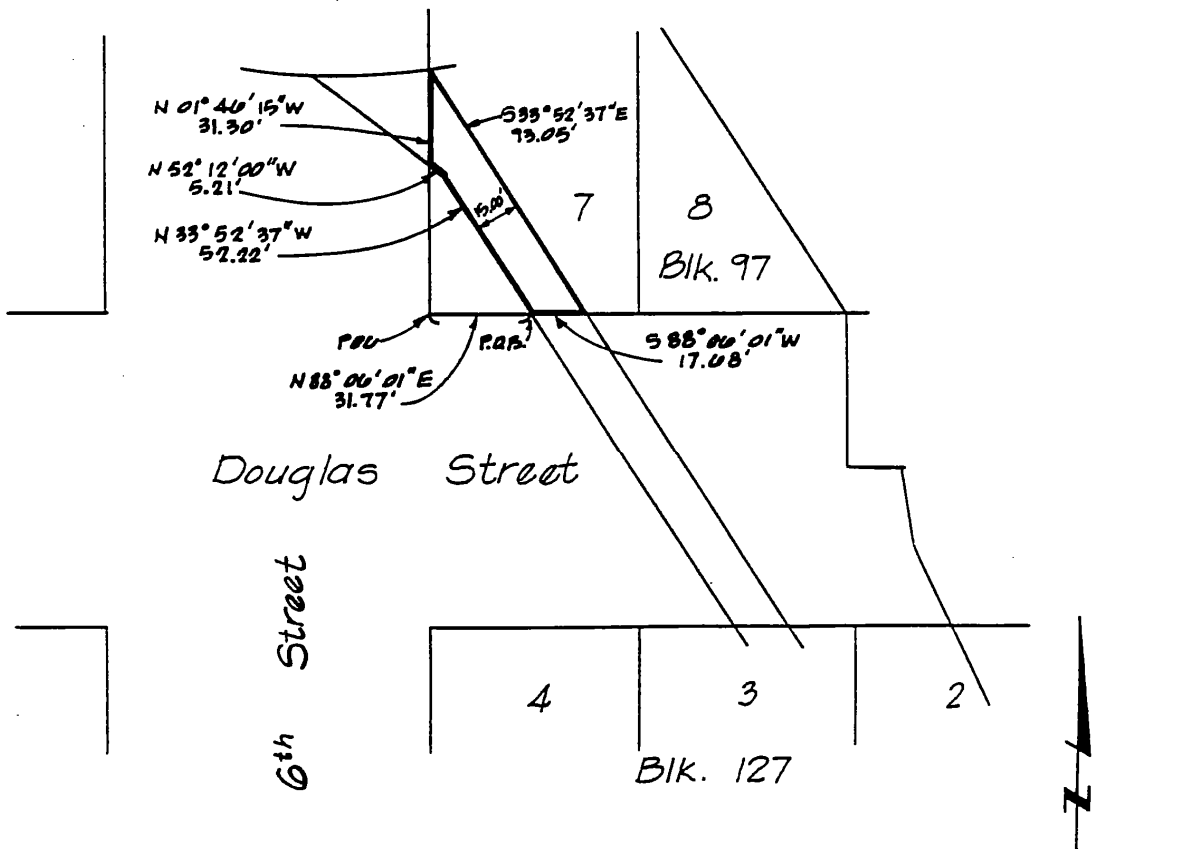


EXHIBIT 'T'

Book _____ Page _____

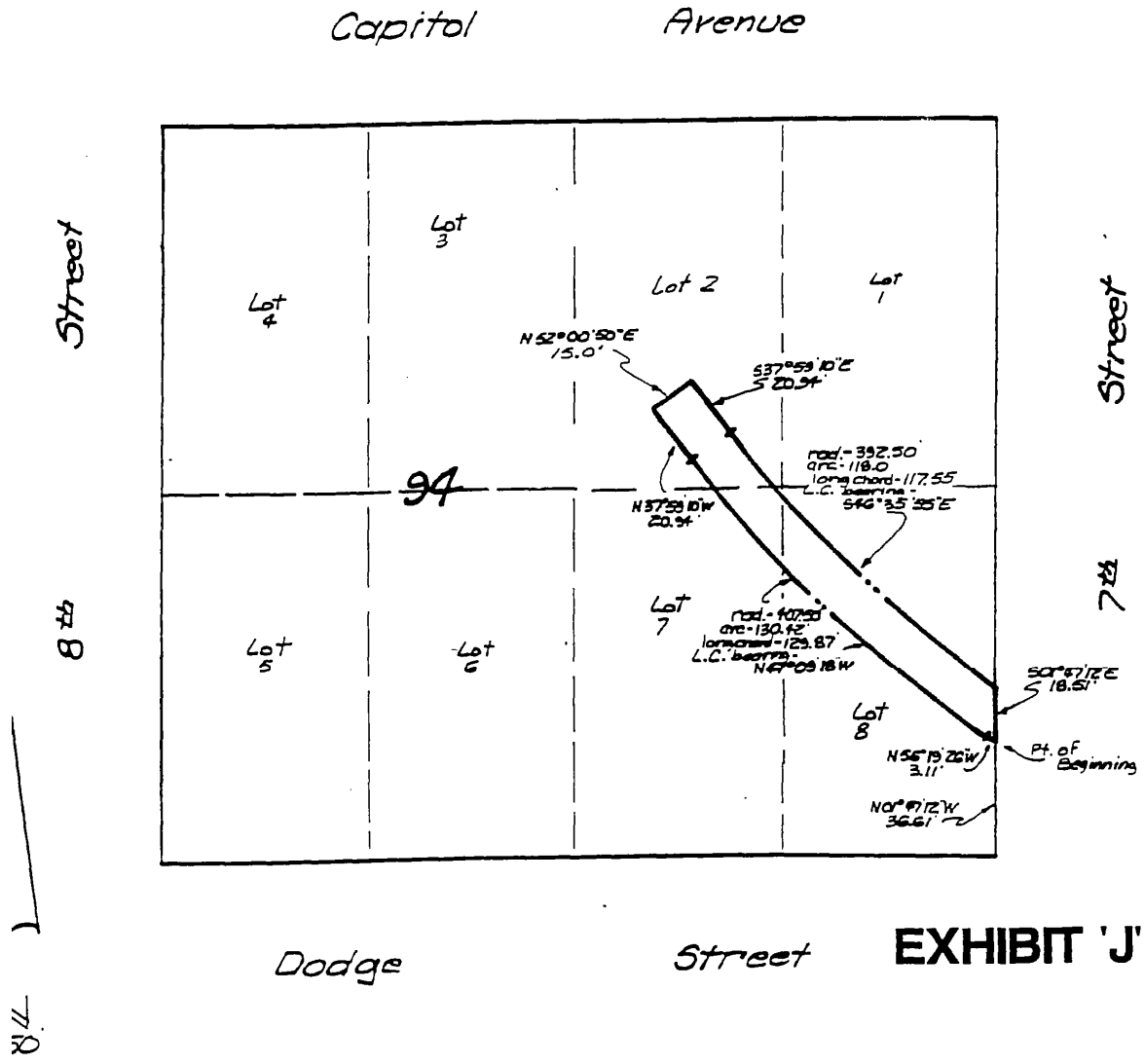
Date Oct. 11, 1988

Job Number 2-87061 5853

lamp, rynearson & associates, inc.
 architects engineers surveyors planners
 14747 california street omaha, nebraska 68154 402-498-2498

A permanent easement for the installation, maintenance and operation of an underground electric transmission line over, under and across part of Lots 1, 2, 7 and 8, Block 94, Original City of Omaha, Douglas County, Nebraska, said easement being more particularly described as follows: Commencing at the Southeast corner of said Block 94, Original City of Omaha; thence $N1^{\circ}47'12''W$ (bearings based on the Nebraska State Plane System, South Zone) for 36.61 feet along the East line of said Block 94 to the TRUE POINT OF BEGINNING; thence $N56^{\circ}19'26''W$ for 3.11 feet; thence along a curve to the right (having a radius of 407.50 feet and a long chord bearing $N47^{\circ}09'18''W$ for 129.87 feet) for an arc distance of 130.42 feet; thence $N37^{\circ}59'10''W$ for 20.94 feet; thence $N52^{\circ}00'50''E$ for 15.0 feet; thence $S37^{\circ}59'10''E$ for 20.94 feet; thence along a curve to the left (having a radius of 392.50 feet and a chord bearing $S46^{\circ}35'55''E$ for 117.55 feet) for an arc distance of 118.00 feet to the East line of said Block 94; thence $S1^{\circ}47'12''E$ for 18.51 feet along said East line to the TRUE POINT OF BEGINNING.

4-1
03-80000



A permanent easement for the installation, maintenance and operation of an underground electric transmission line over, under and across part of Lots 1, 2, and 3, Block 94, Original City of Omaha, Douglas County, Nebraska, said easement being more particularly described as follows: Commencing at the Southeast corner of said Block 94, Original City of Omaha; thence $N1^{\circ}47'12''W$ (bearings based on the Nebraska State Plane System, South Zone) for 36.61 feet along the East line of said Block 94; thence $N56^{\circ}19'26''W$ for 3.11 feet; thence along a curve to the right (having a radius of 407.50 feet and a long chord bearing $N47^{\circ}09'18''W$ for 129.87 feet) for an arc distance of 130.42 feet; thence $N37^{\circ}59'10''W$ for 20.94 feet; thence $S52^{\circ}00'50''W$ for 42.50 feet; thence $N37^{\circ}59'10''W$ for 70.00 feet; thence $N52^{\circ}00'50''E$ for 100.00 feet; thence $S37^{\circ}59'10''$ for 70.00 feet; thence $S52^{\circ}00'50''W$ for 57.50 feet; to the point of beginning.

9-1
03-80000 30

Capitol Avenue

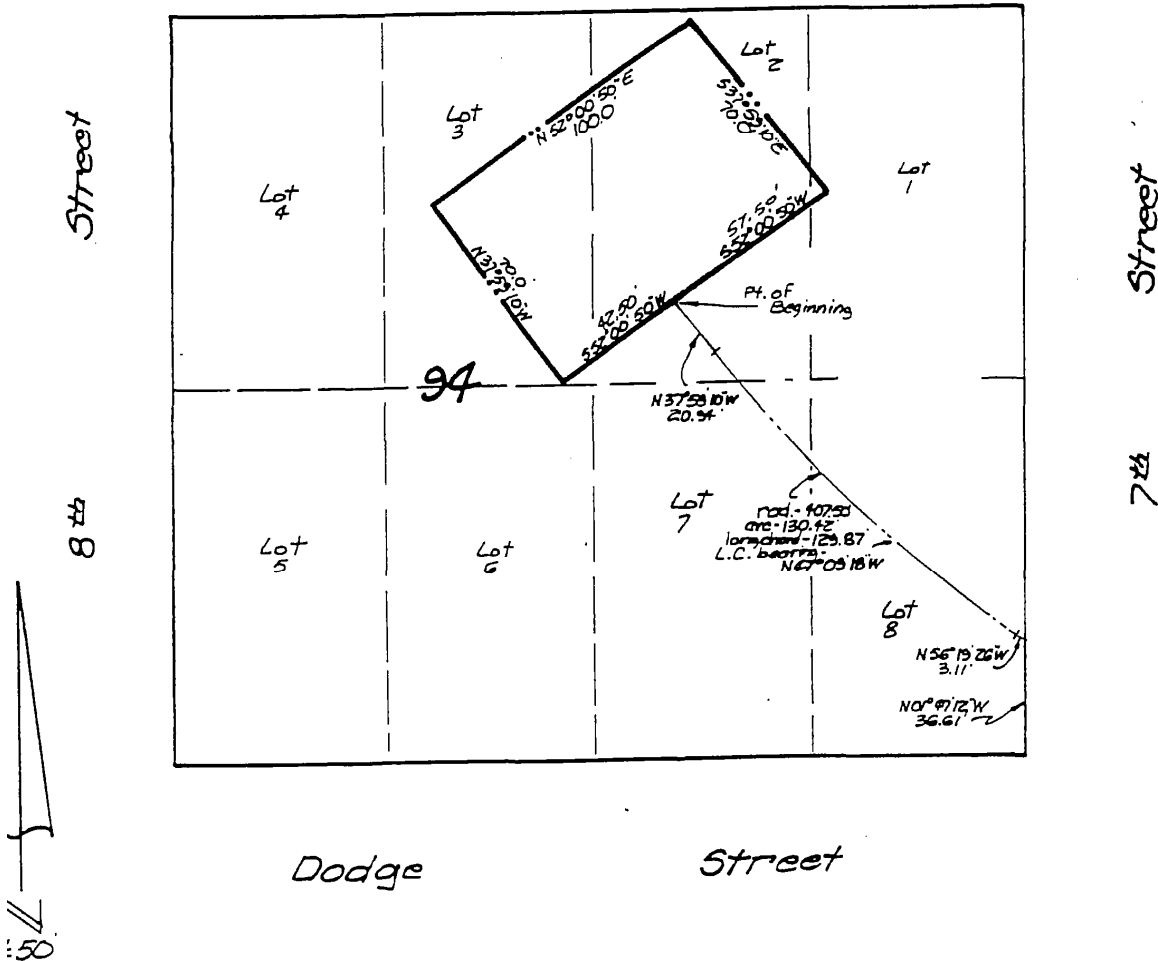


EXHIBIT 'K'



A permanent easement for the installation, maintenance and operation of an underground electric transmission line over, under and across parts of Lot 1, 2, 7 and 8, Block 94, Original City of Omaha, Douglas County, Nebraska, said easement being more particularly described as follows: Commencing at the Southeast corner of said Block 94, Original City of Omaha; thence $N01^{\circ}47'12''W$ (bearings based on the Nebraska State Plane System, South Zone) for 25.58 feet along the East line of said Block 94 to the TRUE POINT OF BEGINNING; thence $N56^{\circ}19'26''W$ for 9.52 feet; thence along a curve to the right (having a radius of 416.50 feet and a long chord bearing $N47^{\circ}09'18''W$ for 132.74 feet) for an arc distance of 133.30 feet; thence $N37^{\circ}59'10''W$ for 20.94 feet; thence $N52^{\circ}00'50''E$ for 9.0 feet; thence $S37^{\circ}59'10''E$ for 20.94 feet; thence along a curve to the left (having a radius of 407.50 feet and a long chord bearing $S47^{\circ}09'18''E$ for 129.87 feet) for an arc distance of 130.42 feet; thence $S56^{\circ}19'26''E$ for 3.11 feet to the East line of said Block 94; thence $S01^{\circ}47'11''E$ for 11.03 Feet along said East line to the TRUE POINT OF BEGINNING, ALSO Commencing at the original TRUE POINT OF BEGINNING; thence $N01^{\circ}47'12''W$ for 29.54 feet to the SECOND TRUE POINT OF BEGINNING; thence along a curve to the right (having a radius of 392.50 feet and along chord bearing $N46^{\circ}35'55''W$ for 117.55 feet) for an arc distance of 118.0 feet; thence $N37^{\circ}59'10''W$ for 20.94 feet; thence $N52^{\circ}00'50''E$ for 9.0 feet; thence $S37^{\circ}59'10''E$ for 20.94 feet; thence along a curve to the left (having a radius of 383.50 feet an along chord bearing $S46^{\circ}05'47''E$ for 108.21 feet) for an arc distance of 108.57 feet to the East line fo said Block 94; thence $S01^{\circ}47'12''E$ for 11.3 feet along said East line to the SECOND TRUE POINT OF BEGINNING.

Capitol Avenue

