



1241 417 MISC



03500 98 417-420

RECORDED

MAR 20 3 13 PM '98

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

AGREEMENT

This Agreement is entered into by and between the Omaha Public Power District, a public corporation, its successors and assigns, hereafter referred to as "District," and the Omaha Home for Boys, its successors and assigns hereafter referred to as "Omaha Home for Boys".

WHEREAS, the Omaha Home for Boys is the owner of the real estate described on the attached Exhibit "A" (the "Property");

WHEREAS, the Omaha Home for Boys has requested that District provide electrical service to the Property and has specifically requested that the District construct, operate, and maintain certain electric facilities, including a pad mounted transformer ("the Facilities"), under, upon, and over the Property in the approximate locations set forth on Exhibit "B"; and

WHEREAS, the District may require access to the Facilities from time to time to construct, reconstruct, maintain, repair, or replace the Facilities and constructing the Facilities in the locations requested by the Omaha Home for Boys does not allow the District sufficient access to the Facilities; and

WHEREAS, the Home for Boys has declined to provide sufficient access to the Facilities by way of a hard surfaced drive.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The District agrees to locate the Facilities approximately in the locations set forth on Exhibit "B" and as requested by the Omaha Home for Boys without requiring that the Omaha Home for Boys construct a hard surfaced drive for access to the Facilities.
2. The Omaha Home for Boys acknowledges that the District has the right to construct reconstruct, maintain, repair, or replace the Facilities on the Property and that the District has the right of ingress and egress over and across the Property to the Facilities.
3. The Omaha Home for Boys acknowledges and agrees that the lack of sufficient access to the Facilities may impair the District's ability to reconstruct, maintain, repair, or replace the Facilities; may cause extended electrical service outages; and may cause increased costs in the reconstruction, maintenance, repair, or replacement of the Facilities. The Omaha Home for Boys further acknowledges that the Property may be damaged in the course of reconstruction, maintenance, repair, or replacement of the Facilities because of the lack of sufficient access to the Facilities.
4. The Omaha Home for Boys hereby agrees to reimburse the District for all costs and expenses incurred by the District in the reconstruction, maintenance, repair or replacement of the Facilities

3500 N
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 BKP 6-15-13 C/O _____ CO. MB
 DEL. _____ SCAN dr FY _____

to the extent said costs and expenses are greater than would have been incurred had sufficient access to the Facilities existed.

5. The Omaha Home for Boys assumes all risk of loss or damage arising out of or related to electrical outages or the reconstruction, maintenance, repair, or replacement of the Facilities to the extent such loss or damage arises from or is related to the lack of sufficient access to the Facilities, and hereby waives and releases any claim against the District related thereto. The Omaha Home for Boys hereby agrees to indemnify, defend and hold harmless the District and its agents and employees, from and against all claims, demands, causes of action, liabilities and expenses (including attorneys' fees and expenses) of every kind, nature and description, arising out of or related to electrical outages or the reconstruction, maintenance, repair, or replacement of the Facilities to the extent such claims, demands, causes of action, liabilities and expenses may be related, in whole or in part, to the lack of sufficient access to the Facilities, except to the extent caused by the negligence, recklessness or willful misconduct of the District.

6. The Omaha Home for Boys covenants that it has fee simple title to and lawful possession of the Property; good, right and lawful authority to enter into this Agreement; that this Agreement and the covenants contained herein shall run with the land; and that its successors and assigns shall be bound forever by this Agreement and the covenants contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement this 27 day of February 1998.

OMAHA HOME FOR BOYS

By: John C. Furstenberg
Its: Executive Director

OMAHA PUBLIC POWER DISTRICT

By: Timothy J. Burke
Its: Vice President

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 27 day of February, 1998, before me the undersigned, a Notary Public in and for said County, personally came John C. Furstenberg, Exec. Director of the Omaha Home for Boys, personally to me known to be the identical person(s) who signed the foregoing instrument 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.
Patricia J. Ebert
NOTARY PUBLIC

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 27 day of February, 1998, before me the undersigned, a Notary Public in and for said County and State, personally appeared Timothy J. Burke, Burke of the Omaha Public Power District 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.
Daniel H. Gellerman
NOTARY PUBLIC

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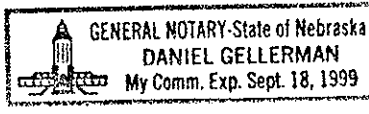
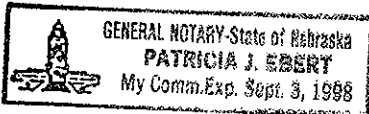
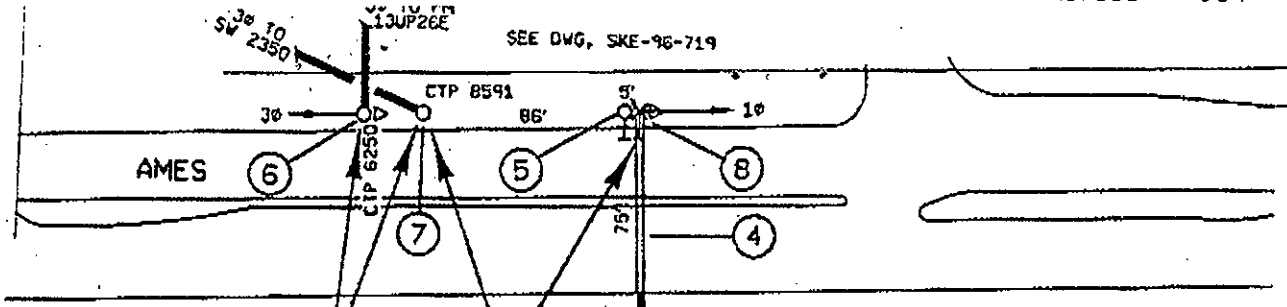


EXHIBIT "A"

The West (3/4) of the North (1/2) of the Southeast (1/4) of Section 6, Township (15) North, Range 13 East of the 6th P.M., Douglas County, Nebraska, except that part taken for roads.

NE SE
NW SE



M16775

- ④ SET 15KVVA 277/480V 3Ø PH XFMR STD 50172Y ON CUST INSTL'D SLAB (PER PG 35 OF THE METERING SPECIFICATIONS MANUAL). SET PH XFMR ON 13.8KV TAP SETTING.
- ② INSTL 1-1/2 AL 15KV XLP TRX JKT 3Ø PRI CA (12.1006) IN CUST INSTL'D 4" PVC SCHED 40 CND.
- ③ CUST INSTL'D PRI CA PB.
- ④ INSTL 1-1/2 AL 15KV XLP TRX JKT 3Ø PRI CA (12.1006) IN 1-4" PVC SCHED 40 CND. BORE ST.
- ⑤ RMV 40'-8 POLE, STD 385A, STD 311A, STD 311B. XFR EXST ST (T TO NEW POLE (E)).
- ⑥ CTP 6250. RMV GUY & AMR.
- ⑦ CTP 8591. INSTL STD 368 (E), STD 380 (W) @ BØ POSN, STD 370 (E), 2-STD 322 JUMPER PINS.
- ⑧ CTP 9090. SET 45'-4 POLE. INSTL STD 50402A6, STD 50403SR, STD 368 (W), STD 372 (W), STD 380 (E), 1'-6" (N) OF POLE POSN, STD 322 JUMPER PIN, STD 311A, STD 311B, STD 1091 (3Ø, FU 15E). SET 16M PISA STD 50433B, STD 50465 @ PRI POSN, STD 50444 @ SHW POSN (30' LEAD E).

WIRE BRACKETS

- A ADJUST TENSION ON EXST CNDCTRS TO MATCH RD 299-2A.
- B INSTL 3-#2-7/1 ACSR SHW & 2# 13.8KV PRI (SAD PER RD 299-2A).

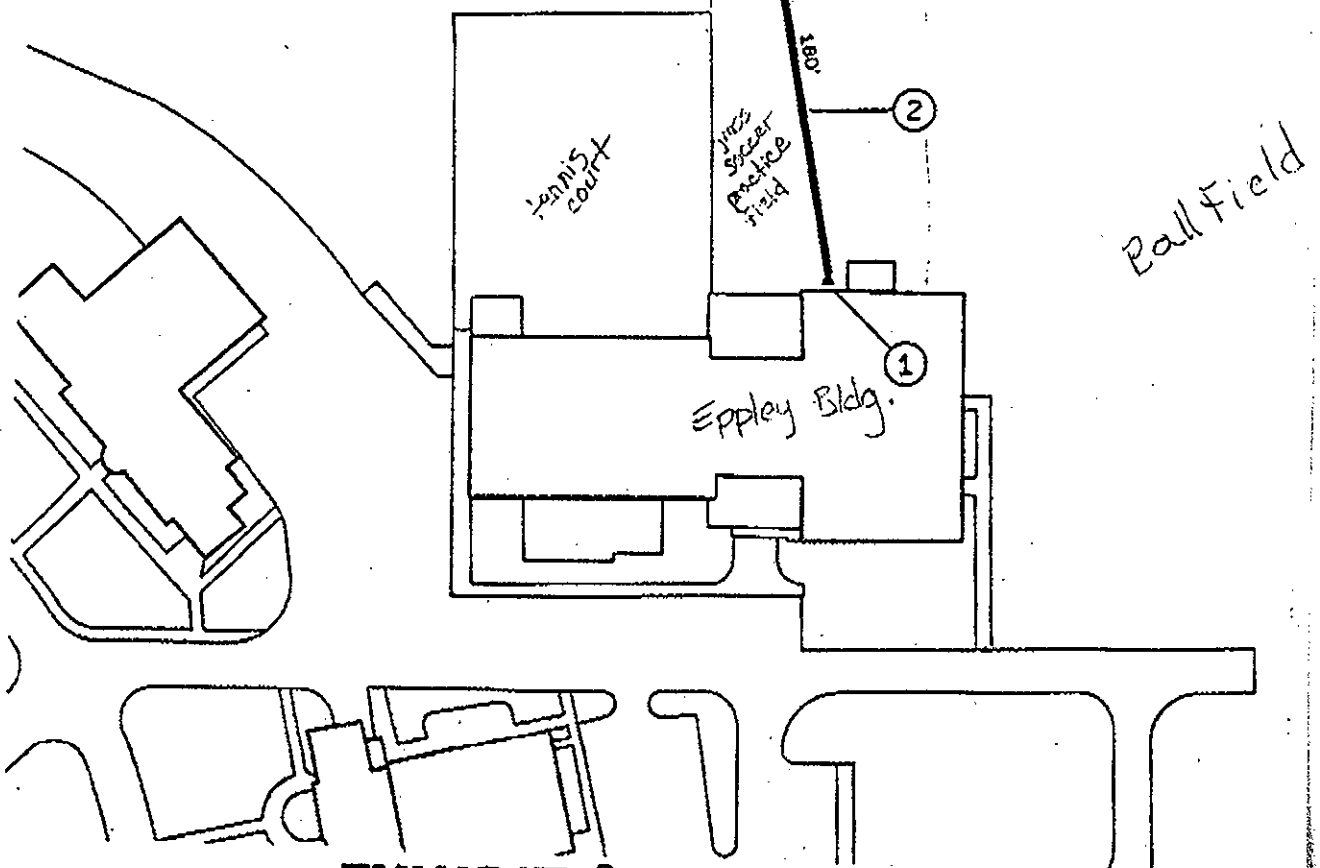


EXHIBIT B