

RIGHT-OF-WAY EASEMENT

I, Omaha Home for Boys Owner(s)
We, _____ of the real estate described as follows, and hereafter referred to as "Grantor",

The West half of the Northeast quarter of the Southeast quarter and the Northwest quarter of the Southeast quarter all in Section six (6), Township fifteen (15), Range thirteen (13) East of the 6th P.M., Douglas County, Nebraska.

Also, the North one-half of Lots six (6), seven (7), eight (8), nine (9) and ten (10), block seven (7), together with the North one-half of Lots one(1), two (2), three (3), four (4), all of Lot five (5), and the North two-hundred feet of Lot ten (10) in Block six (6), all in Solomons Addition as platted, surveyed and recorded in Douglas County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, referred to as "Grantee", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

See reverse side hereof and attached sheet for easement areas.

RECEIVED
1986 DEC - 2 PM 2:54
GEORGE J. ELKHORN
REGISTER CLERK
DOUGLAS COUNTY, NEBR.

BK 796 N 6-15-13 78 C/O _____ FEE 21.00
PG 586-588 46-333 DEL W MC BC
OF Misc COMR _____ F/B 01-60000
41-36300

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
- (b) The Grantees 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.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) Where Grantee's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to Grantee's facilities.
- (e) It is further agreed that 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 whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 20th day of NOVEMBER, 19 86.

Lauren G. Faist
Lauren G. Faist - President

22662
MISC
5

STATE OF NEBRASKA

STATE OF

COUNTY OF DOUGLAS

COUNTY OF

On this 20th day of NOVEMBER, 1986, before me the undersigned, a Notary Public in and for said County, personally came

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

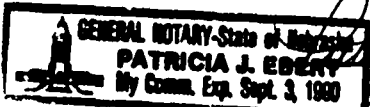
LAUREN G. FAIST

President of THE OMAHA HOME FOR BOYS 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.

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 at OMAHA, NEBRASKA in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

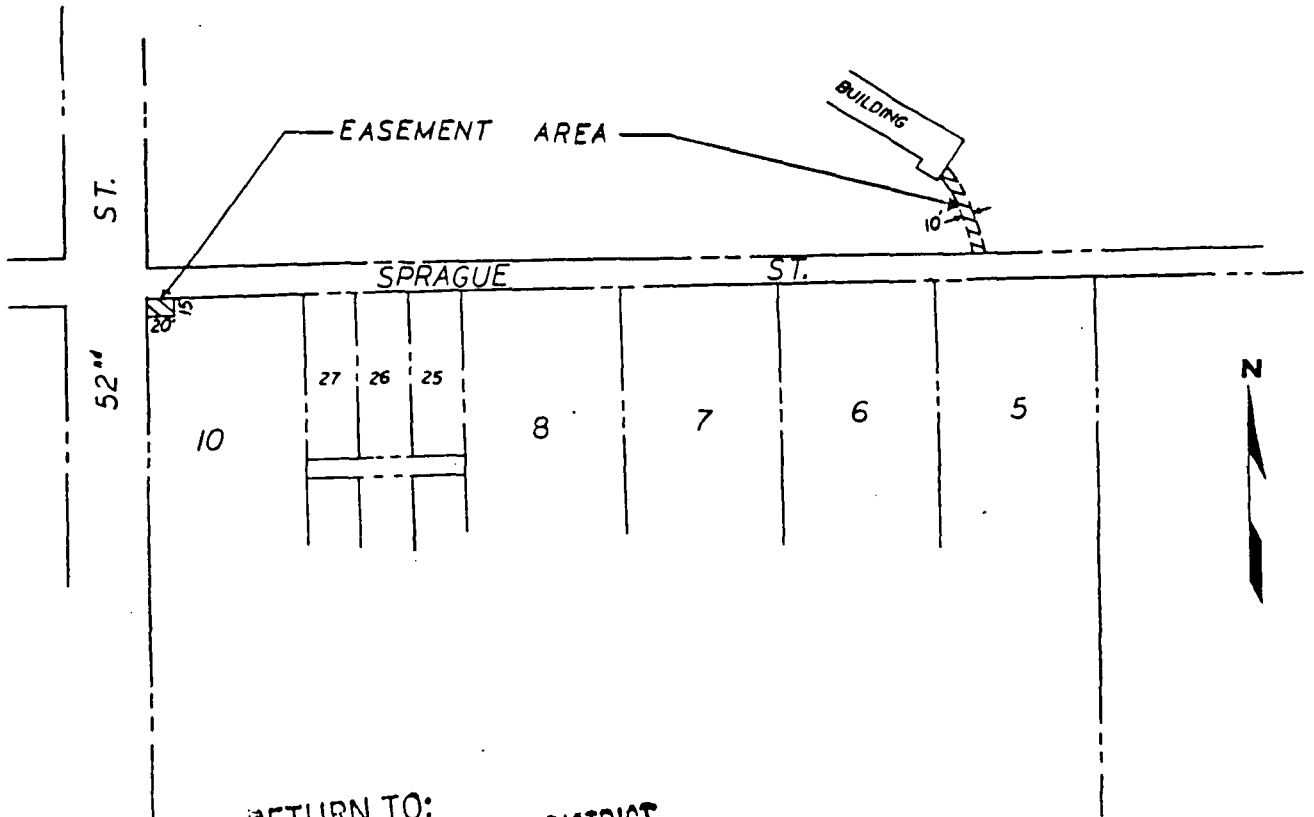


Patricia J. Ebery
NOTARY PUBLIC

NOTARY PUBLIC

My Commission expires: Sept 3, 1990

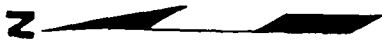
My Commission expires: _____



RETURN TO:
OMAHA PUBLIC POWER DISTRICT
1623 HARNEY ST. - RM. 401
OMAHA, NE 68102

Distribution Engineer _____ Date _____ Property Management _____ Date _____
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section SE 6 Township 15 North, Range 13 East
Salesman Hagan Engineer Fisher Est. # 2894 w.o. # 5385
Hoang 2839

AMES AVE.



OMAHA HOME FOR BOYS

EASEMENT AREA

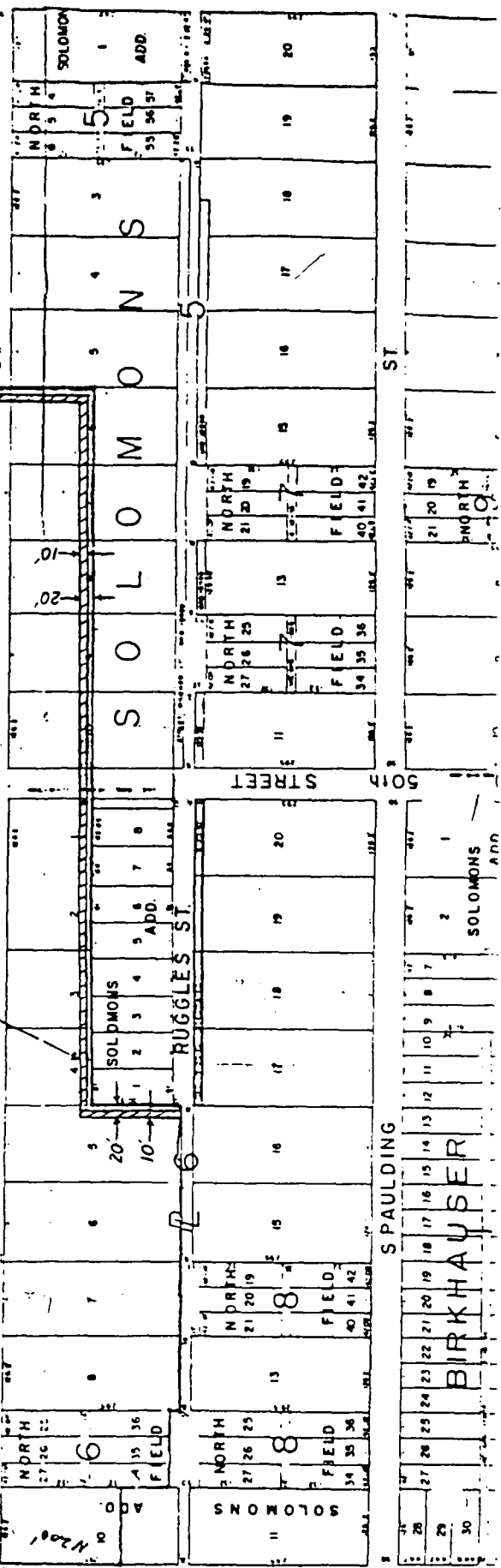
SPRAGUE ST.

ST.

ST.

ST.

STREET



STREET

SPAULDING ST.

ST.

ST.

ST.

STREET

BIRKHAUSER

SOLOMONS ADD.

NORTH

ST.

ST.

STREET