

RET
OMAHA PUBLIC POWER DI
% Right of Way 6W/EP1
444 South 16th Street Mall
Omaha, NE 68102-2247



RECEIVED

Nov 20 2 30 PM '96

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

TRANS
7-22-96

Doc.# 2.153 00(002)
Salvation Army

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 hereinafter 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, add to, maintain and operate thereon, electric transmission lines 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, to wit:

All of Sub Lots 1 thru 8 inclusive of Tax Lot 8, which includes the vacated south 20 feet of Center Street adjoining said sub Lot 1 and 8 on the north, together with a strip of land beginning at the Northeast corner of sub Lot 4; thence south a distance of 16.1 feet; thence easterly along a straight line a distance of 270.0 feet to a point that is 18.88 feet distance south measured at right angles, from the south line of Center Street; thence northeasterly along a straight line a distance of 120.49 feet, more or less, to the point of intersection of the south line of Center Street with the northwesterly right-of-way line of the Union Pacific Railroad Company, which right-of-way line is parallel with and 100 feet distant northwesterly, measured radially, from the Centerline of the original main tract of said Railroad Company as formerly located; thence West along said south line of Center Street a distance of 389.0 feet more or less, to the point of beginning, together with the South one-half of vacated Center Street adjoining the north line of Sub Lot 4 of Tax Lot 8 and adjoining the above described strip of land. All in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska.

Together with the East 37.5 feet of Tax Lot 2 and that part of Tax Lot 5 and the north half of vacated Center Street, having a North Line 14 feet south of the South line of Shull's Addition, a south line bordering the Centerline of vacated Center Street, an East line being the extension of the East line of Lot 1 Shull's Addition to the south until it intersects with the Northwest line of the Union Pacific Railroad right-of-way and bounded on the west by the east right-of-way of 25th Avenue. All in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska.

The area of the above described real estate to be covered by this easement, (hereinafter the "Easement Area"), shall be as follows:

A parcel of land described as beginning at the southwest corner of Sub Lot 6 of Tax Lot 8, said point being the intersection of the north line of a Union Pacific Spur track right-of-way and the east line 26th Street; thence N00° 00' 08"E a distacne of 26.8 feet; thence N66° 37' 43"E a distance of 11.5 feet; thence N20° 54' 12"E a distance of 63.9 feet; thence S69° 05' 48"E a distacne of 10.0 feet; thence S20° 54' 10"W a distacne of 54.2 feet; thence N66° 38' 47"E a distacne of 226.6 feet; thence S00° 00' 06"W a distacne of 32.7 feet; thence S66° 38' 47"W a distacne of 155.2 feet; thence S69° 52' 10"W a distacne of 94.7 feet to the point of beginning.

A parcel of land described as beginning at the southeasterly corner of Tax Lot 5, said point being the intersection of the west right-of-line of 24th street and the North right-of-way line of the Union Pacific Mainline track; thence southwesterly along the northwesterly right-of-way line of the Union Pacific Railroad along a curve with a radius of 1531.0 feet, chord bearing S53° 32' 47"E, a chord distance of 116.5 feet; thence S66° 38' 14"W a distacne of 154.3 feet; thence S88° 25' 21"W a distance of 80.8 feet; thence N66° 38' 47"E a distacne of 342.7 feet; thence S00° 38' 02"W a distance of 3.7 feet to the point of beginning.

See Exhibit "A" herein attached for sketch of easement area.

CONDITIONS:

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

34404H
FEE 1550 R₂₈₋₁₅₋₁₃ FB(1)-60000
DEL C/O COMP VP
LEGAL PG SC/VP FV

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

The District shall pay the Grantor 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 granted rights.

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

It is further agreed that the 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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 2nd day of October, 1996.

THE SALVATION ARMY

an Illinois corporation

BY

Harold Winkler

Harold Winkler, Secretary

TITLE _____

IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

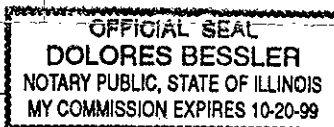
COUNTY OF Cook

On this 2nd day of October, 1996, before me the undersigned, a Notary Public in and for said County, personally came Harold Winkler, Secretary of THE SALVATION ARMY 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.

Dolores Bessler

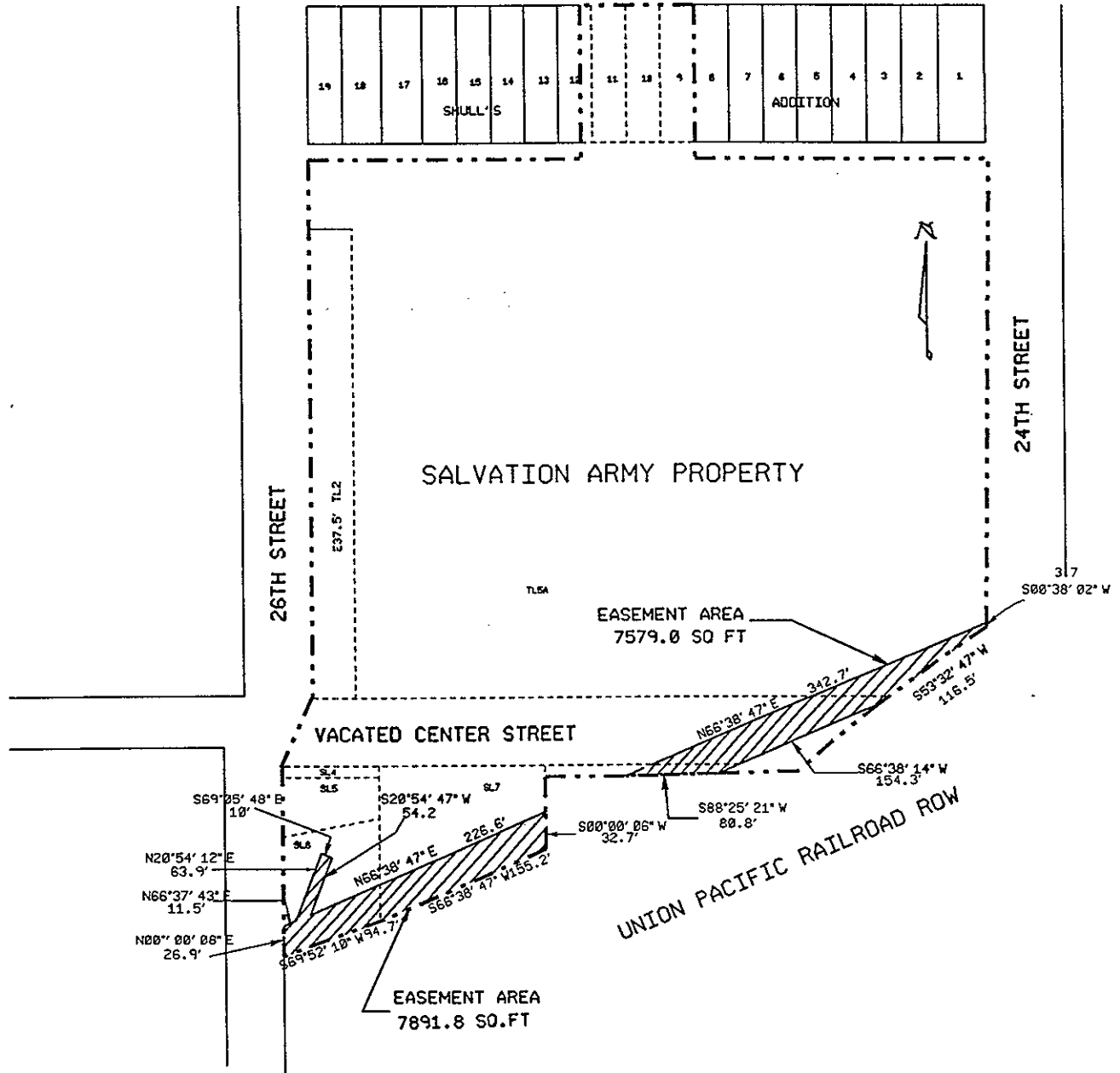
NOTARY PUBLIC




Engineering _____ Date _____ Property Management _____ Date _____
Section NE ¼ 28 Township 15 North, Range 13 East, Douglas County, Nebraska.
ROW Hagan Engineer Kuhlenengel Est. # _____ W.O.# M10660

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXIHIBT "A"



REV. BY	ENG	SCALE	NONE	69KV TRANSMISSION LINE SALVATION ARMY LINE 153 WO M10660
	DATE	DRAFT	9-27-96 L J H	
	DATE	CHECK		
	DATE	PROJ.ENG		
	DATE	APPD.		
REV. BY	DATE	DEPT.		
CAD NO.				ROW-892796
OMAHA PUBLIC POWER DISTRICT				

