



MISC 2004004520



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 3 BKP 19-15-12 C/O COMP
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Received - RICHARD TAKECHI
 Register of Deeds, Douglas County, NE

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Revised December 8, 2003

Doc.#

RIGHT-OF-WAY EASEMENT

Douglas County School District 001, a Nebraska political subdivision (hereafter referred to as "Grantor"), owner of the real estate described as follows,

Except for part taken for roads, that part of the South 1119.75 feet of the North 1204.74 feet of the Northeast Quarter of Section 19, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska lying north and east of Burke Street.

in consideration of the sum of Two Thousand Six Hundred and no/100ths Dollars (\$2,600.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent non-exclusive right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, along and under the following described real estate, to wit:

See the attached Exhibit A

Subject to the terms and conditions hereof, Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip as necessary to install District's facilities and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. This easement shall terminate without further action of the parties hereto when the District's facilities are permanently removed from the easement area.

This easement is granted subject to the following conditions and restrictions, all of which shall govern the use and enjoyment of the easement by District and, by acceptance of this easement, District agrees, on behalf of itself and its successors and assigns, to perform and comply with all such conditions and restrictions:

1. District will promptly repair any damages to any improvements upon the Grantor's property caused by any construction, maintenance, repair, replacement or any other activities in or around the easement area caused by District, or District's employees, agents or contractors.
2. All of District's installations in the easement area shall be installed below grade, and no above ground poles, wires or conduits shall be permitted. If this easement is terminated for any reason, all of District's facilities in the easement area shall be promptly removed by District and the easement area restored as nearly as possible to the condition that existed prior to the installed of such facilities.
3. Grantor retains the right to use the surface of the easement area for landscaping, and may pave the same for parking, walks, and drives or any other use that does not interfere with any of the rights herein granted to District. Grantor may grant easements to others over and upon the easement area for uses that are not inconsistent with the District's use of the easement area.

The Grantor covenants that it has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that Grantor and its 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.

RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 % Right of Way GW/CP1
 444 South 16th Street Mall
 Omaha, NE 68102-2247

IN WITNESS WHEREOF, Grantor has executed this instrument this 15 day of December, 2003.

Attest:

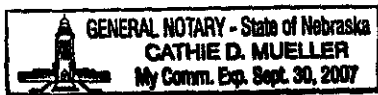
Douglas County School District 001

By: [Signature]
Its: _____

By: [Signature]
Its: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of December, 2003, by John T. Langan, President of the Board of Education of Douglas County School District 001, a Nebraska political subdivision, on behalf of the School District.



Cathie D. Mueller
Notary Public
My commission expires: Sept 30, 2007

NE $\frac{1}{4}$, Section 19, T 15 N, R 12 E, County Douglas ROW _____
Rep Prine Engineer _____ Serv Req # _____ W.O.# _____

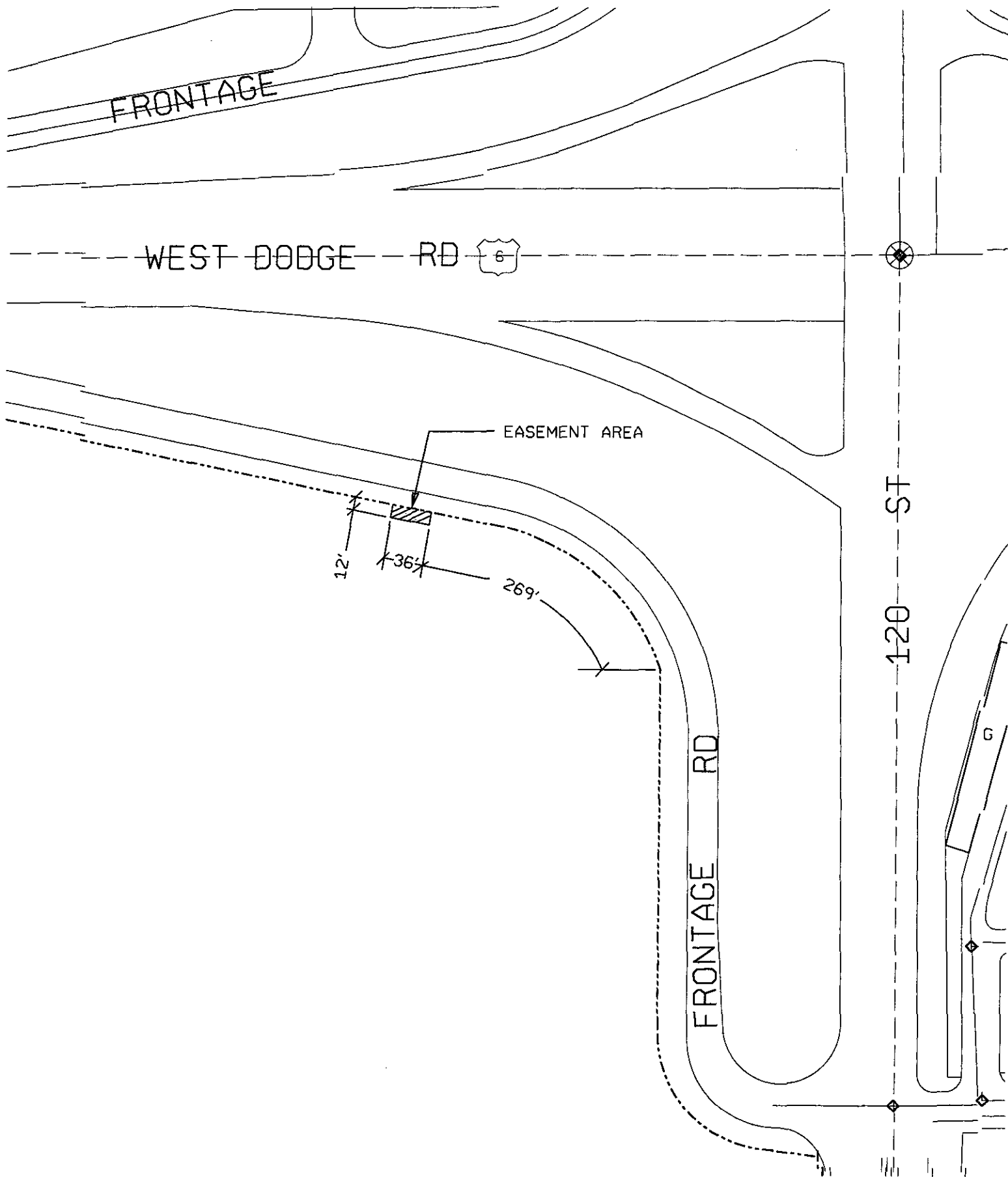


EXHIBIT "A"