

RIGHT-OF-WAY EASEMENT

Daniel E. Sheehan, President St. James Orphanage

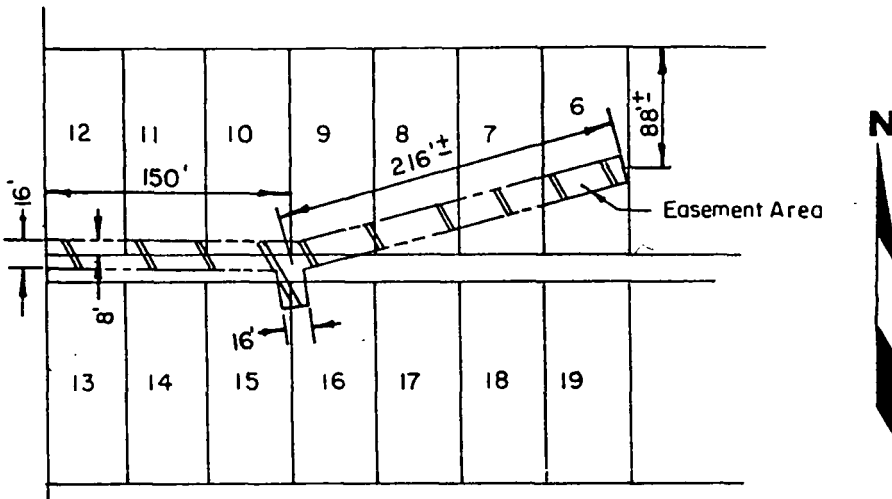
Owner(s)

of the real estate described as follows, and hereafter referred to as "Grantor".

Lots Six (6) through Twelve (12) inclusive, together with vacated alley and Lots Fifteen (15) and Sixteen (16), Benson Addition, an addition in Douglas County, Nebraska.

All in Block 5

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, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, its successors and assigns, collectively referred to as "Grantees", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:



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) 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 22nd day of Feb, 1978.

Handwritten signatures: Daniel E. Sheehan, Pres. St. James Orphanage

STATE OF Nebraska
COUNTY OF Douglas
On this 22nd day of February, 1978, before me the undersigned, a Notary Public in and for said County, personally came Daniel E. Sheehan, President of St. James Orphanage, 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.

STATE OF
COUNTY OF
On this day of 19

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 at this said County the day and year last above written. Notary Seal: RUTH AUER, GENERAL NOTARY, COMMISSION EXPIRES APRIL 15, 1981.

Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

My Commission expires: April 15, 1981
Distribution Engineer: Date 2/27/78 Land Rights and Services: Date 2-27-78

Recorded in Misc. Book No. at Page No. on the day of
Section 12 Township 15 North, Range 12 East Salesman Mattson Engineer Rokicki Est. #30965 w.o. #8296

RECEIVED
1978 MAR -9 AM 8:49

C. H. AND OTHER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Handwritten notes and stamps: Book 594, Page 336, Fee 5.21, Index, Copied, 144-16, 144/167