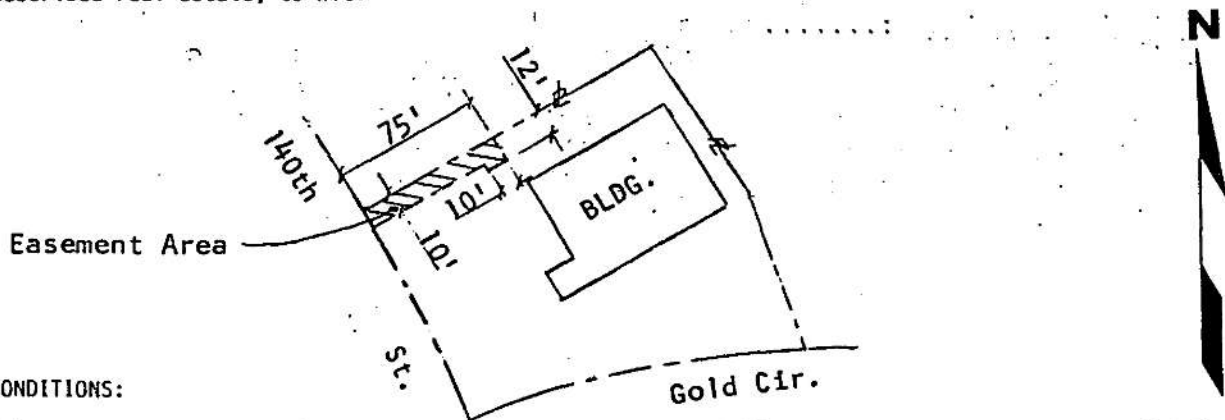


5/20/83

RIGHT-OF-WAY EASEMENT

I, La Petite Academy, Inc., a Delaware corporation, Owner(s)  
We, of the real estate described as follows, and hereafter referred to as "Grantor",

That part of Lot Fifty-nine (59), Georgetowne Replat II, an addition to Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows: Beginning at the Southwest corner of said Lot Fifty-nine (59), said point being the Northeast corner of the intersection of 140th Street and Gold Circle; thence N70°27'21"E (bearings based on the recorded plat) for Seventeen and forty-eight hundredths feet (17.48') along the Northerly line of Gold Circle; thence along a curve to the right, having a radius of Four Hundred Forty-two and twenty-three hundredths feet (442.23') and a long chord bearing N80°06'15"E for One Hundred Forty-eight and twenty-six hundredths feet (148.26') for an arc length of One Hundred Forty-eight and ninety-six hundredths feet (148.96') along said Northerly line; thence N89°45'15"E for One and eight tenths feet (1.8') along said Northerly line; thence N21°04'10"W for Eighty-three and sixty-six hundredths feet (83.66'); thence N30°50'05"W for Ninety feet (90'), continued on reverse side hereof, 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:



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 way 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 31st day of May, 19 83.

LA PETITE ACADEMY, INC.

By: J. L. Brozman  
J. L. Brozman, President

STATE OF MISSOURI  
COUNTY OF JACKSON

STATE OF  
COUNTY OF

On this 31st day of May, 1983,  
before me the undersigned, a Notary Public in and  
for said County, personally came  
J. L. Brozman

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

President of La Petite Academy, Inc.  
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 Kansas  
City, in said County the day and year  
last above written.

Witness my hand and Notarial Seal the date above  
written.

*Lois A. Hutcheson*  
NOTARY PUBLIC

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: 4/2/85

My Commission expires: \_\_\_\_\_

Legal Description continued:.....thence S59°09'55"W for One Hundred Sixty-two feet (162.0') to the Westerly line of said Lot Fifty-nine (59); thence along a curve to the right, having a radius of Seven Hundred Thirteen and eighty-one hundredths feet (713.81') and a long chord bearing S26°11'37"E for One Hundred Fifteen and Fifty-one hundredths feet (115.51') for an arc length of One Hundred Fifteen and sixty-four hundredths feet (115.64') along said Westerly line to the point of beginning.

Fee 6.25  
Index \_\_\_\_\_  
Comped \_\_\_\_\_  
87-1199  
87-189

Book 692  
Page 35  
of \_\_\_\_\_

RECEIVED  
1983 JUN 28 AM 11:35  
C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

21 Misc

0208  
Room 401

Distribution Engineer *[Signature]* Date 6/9/83 ; Land & Facilities Management *[Signature]* Date 4/8/83.

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East

Salesman Horstman Engineer D' Louhy Est. # 8300280 W.O. # 5732

La Petite  
140th & Gold