

RIGHT-OF-WAY EASEMENT

I, K. V. Company Owner(s)
We, _____ of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Thirty-six (36), Empire Park Replat II, an addition to Douglas County, Nebraska, as surveyed, platted and recorded

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:

The East Thirty feet (30') of the West Sixty feet (60') of the South Five feet (5') of said Lot Thirty-six (36).

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 14 day of September, 19 83.

X [Signature]
X Charles J. Vanden

STATE OF Nebraska
COUNTY OF Douglas

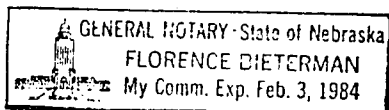
On this 14 day of September, 1983,
before me the undersigned, a Notary Public in and
for said County, personally came Alfred J.
Vacanti and Charles J. Vacante
Partners President of K.V. Company

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
Their 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.

Florence Dieterman
NOTARY PUBLIC

My Commission expires: 2/3/84



STATE OF
COUNTY OF

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

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 the date above
written.

NOTARY PUBLIC

My Commission expires: _____

RECEIVED

1983 SEP 27 AM 9:30

RECORDED
FLORENCE DIETERMAN
DOUGLAS COUNTY, NEBR.

Book 697
Page 139
of 139

Fee 10.50
Index 10.50
Comped 88-341
88-333

20 hrs

Distribution Engineer AK Date 9-20-83; Land & Facilities Management AK Date 9/16/83.

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.

Section SE 1/4 5 Township 14 North, Range 12 East

4950 S 108 ST.

Salesman Kulisek Engineer Perkins Est. # 8301138 W.O. # 6435

012728