

RIGHT-OF-WAY EASEMENT

I, John E. Kawa and Irene M. Kawa, husband and wife Owner(s)
We, of the real estate described as follows, and hereafter referred to as "Grantor",

The Southwesterly (rear) Thirty-two and eight tenths feet (32.8') of Lot Four (4) together with the Southwesterly (rear) Thirty-two and eight tenths feet (32.8') of the Southeasterly fifteen feet (15.0') of Lot Five (5), all in Block Thirteen (13) Village of Millard, now a part of the City of Omaha, 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:

A strip of land Five feet (5.0') in width lying adjacent to and parallel to the Southeast line of the above described real estate.

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) 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 4th day of November, 19 83.

+ John E. Kawa
+ Irene M. Kawa

STATE OF Nebraska

COUNTY OF Douglas

On this 4th day of November, 1983,
before me the undersigned, a Notary Public in and
for said County, personally came _____

President of _____
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
_____ voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal at _____
_____ in said County the day and year
last above written.

NOTARY PUBLIC



My Commission expires: _____

STATE OF Nebraska

COUNTY OF Douglas

On this 4th day of November, 1983,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

John E. Kawa and Irene M. Kawa, husband
and wife

personally to me known to be the identical person(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 the date above
written.

GROVE NELSON
GENERAL NOTARY State of Nebraska
My Comm. Exp. Dec. 6, 1985

NOTARY PUBLIC

My Commission expires: Dec. 6, 1985

RECORDED
IN BOOK 700 PAGE 354
NOV 18 1983

RECEIVED

1983 NOV 18 AM 9:40

REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 700
Page 353
of Misc

Fee 11.00
Index ✓
Compd ✓
59-641,646

59-17

Distribution Engineer R&G Date 11-10-83; Land & Facilities Management R&G Date 11/9/83
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 ____
Section SE 1/4 1 Township 14 North, Range 11 East
Salesman Horstman Engineer Plummer Est. # 8302499 W.O. # 6862 D & K