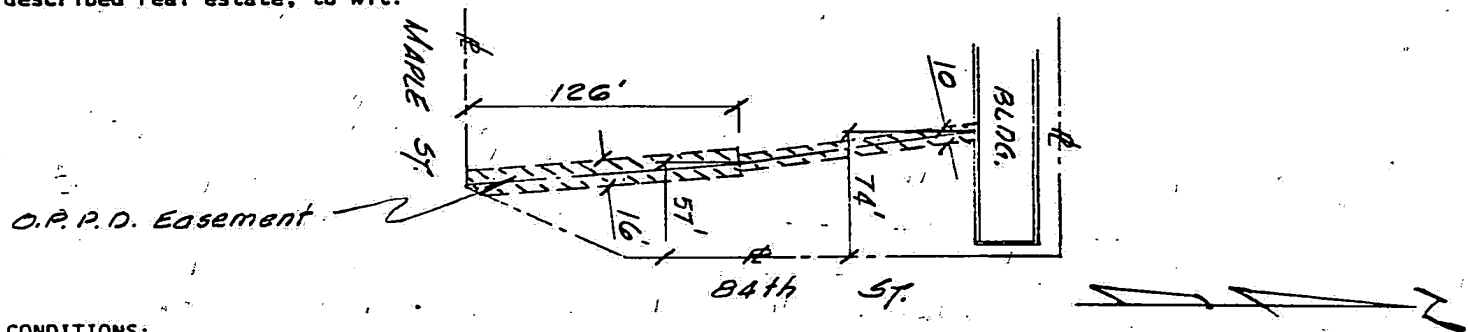


I, AES Enterprises Owner(s)
We, of the real estate described as follows, and hereafter referred to as "Grantor",

A tract of land being part of Lot Eighty-three (83), Keystone Park Addition, an addition to Douglas County, Nebraska, as surveyed, platted and recorded, more particularly described as follows: Beginning at the Northeast corner of Lot Eighty-three (83); thence S00°00'00"E (assumed bearing) along the East line of said Lot Eighty-three (83) a distance of Two Hundred feet (200'); thence S30°55'30"W a distance of eighty-two and fifty-five hundredths feet (82.55'); thence N89°54'30"W a distance of One Hundred Sixteen and eighty-four hundredths feet (116.84'); thence N00°03'00"E a distance of Two Hundred Seventy and eight tenths feet (270.8') to a point on the North line of said Lot Eighty-three (83); thence S89°57.00'E along said North line of Lot Eighty-three (83) a distance of One Hundred Fifty-nine feet (159.0') to the point of beginning

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 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 7 day of April, 19 86.

[Signature]

STATE OF Nebraska
COUNTY OF Douglas

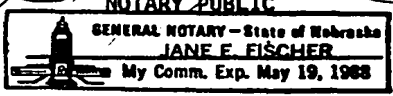
On this 7 day of April, 19 86
before me the undersigned, a Notary Public in and
for said County, personally came

Partner James R. Hussey
President of J & S Enterprises

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.

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

Jane Fischer
NOTARY PUBLIC



My Commission expires _____

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: _____

BK 772 Del VF
PC 378-349 Indx MM
OF Mead Comm LN

N 54A-653 KP 10.50
54A-593 MC B.C.
Comm LN

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1986 APR 29 PM 2:38

RECEIVED

1061-19186

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
1623 HARNEY ST. - RM. 401
OMAHA, NE 68102

Distribution Engineer RBJ Date 4-10-86 Property Management RBJ Date 4/9/86
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19 _____
Section NE 1/4 10 Township 15 North, Range 12 East
Salesman O'Brien Engineer O'Brien Est. # 8600260 w.o. # 4603