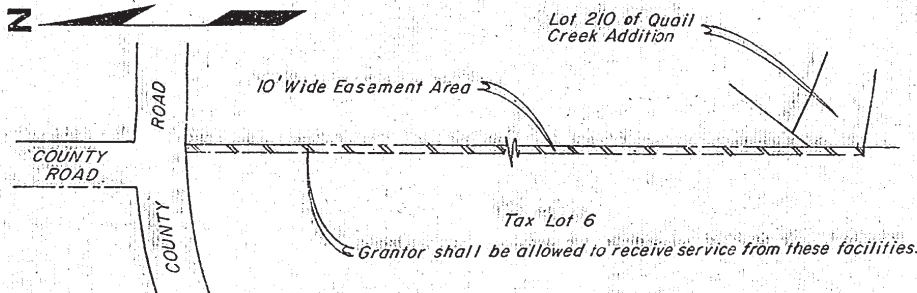


RIGHT-OF-WAY EASEMENT

I, HELENE ARMSTRONG, HELEN M. NUNBELL, ANITA NUNBELL, JEAN NUNBELL Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",  
PHILIP M. WELLMAN, DORIS A. WELLMAN, OLIVER McGRATH, DONNA A. McGRATH

That part of Tax Lot Six (T.L. 6), lying South of County Road, in the Southwest Quarter (SW 1/4) of Section Thirty-two (32), Township Fourteen (14) North, Range Thirteen (13), East of the 6th P.M., Sarpy County, Nebraska.

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, 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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.
- (e) Grantor shall be allowed service from installed Primary Cables for service to Grantors adjoining property, which service shall be without charge to Grantor for said installed Primary Cables.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 8<sup>th</sup> day of July, 1978.

Philip M. Wellman Doris A. Wellman  
Oliver McGrath Donna A. McGrath  
Hele M. Armbrust Helen M. Armbrust  
Carl L. Hillebrand Herbert J. Armbrust

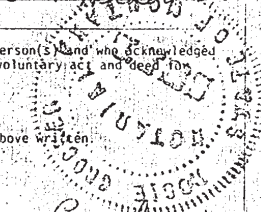
PAID FOR RECORD 7-18-78 AT 10:00 P.M. IN BOOK 51 PAGE 461  
 REGISTER OF DEEDS, SARPY COUNTY, NEB.  
 REC-625

STATE OF CALIFORNIA  
 COUNTY OF ORANGE  
 On this 17 day of JUNE, 1978,  
 before me the undersigned, a Notary Public in and for said  
 County, personally came PHILIP M. WELLMAN  
DORIS A. WELLMAN  
 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 their voluntary act and deed for the purpose  
 therein expressed.



VICTORIA MARSHA MILLS  
 Notary Public - California  
 PRINCIPAL OFFICE IN  
HUNTINGTON BEACH

STATE OF Montana  
 COUNTY OF Lewis & Clark  
 On this 28 day of June, 1978,  
 before me the undersigned, a Notary Public in and for said County and  
 State, personally appeared  
Oliver & Donna A. McGrath  
 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.  
Rosee Crocker  
 NOTARY PUBLIC for the State of Montana  
 Residing in Montana

My Commission expires: April 27, 1982  
 My Commission expires: NOTARY PUBLIC for the State of Montana  
 Residing in Montana  
 Distribution Engineer AA Date 2/13/78 Land Rights and Services WOK Date 7/14/78 My Commission Expires August 10, 1979

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East Salesman \_\_\_\_\_ Engineer \_\_\_\_\_ Est. # \_\_\_\_\_ K.O. # \_\_\_\_\_  
 Rec'd 06482

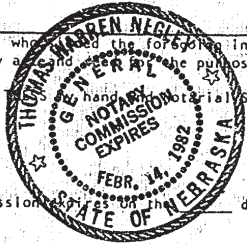
51-461A

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

On this 8th day of July, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold M. ARMBRUST

to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be free voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.



Thomas Warren Nigley  
Notary Public

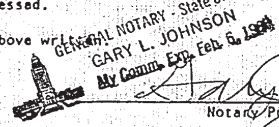
My Commission expires on the 14th day of February, 1982.

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

On this 11 day of July, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Arthur Armbrust

to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be free voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.



Gary L. Johnson  
Notary Public

My Commission expires on the 2 day of June, 1980.

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

On this 12th day of July, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Herbert J. Armbrust

to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be free voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.



Anita Gardner  
Notary Public

My Commission expires on the \_\_\_ day of \_\_\_\_\_, 19\_\_.

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ ) ss.

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

to me known personally to be the identical person(s) who signed the foregoing instrument 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 on the \_\_\_ day of \_\_\_\_\_, 19\_\_.

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ ) ss.

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

to me known personally to be the identical person(s) who signed the foregoing instrument 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 on the \_\_\_ day of \_\_\_\_\_, 19\_\_.