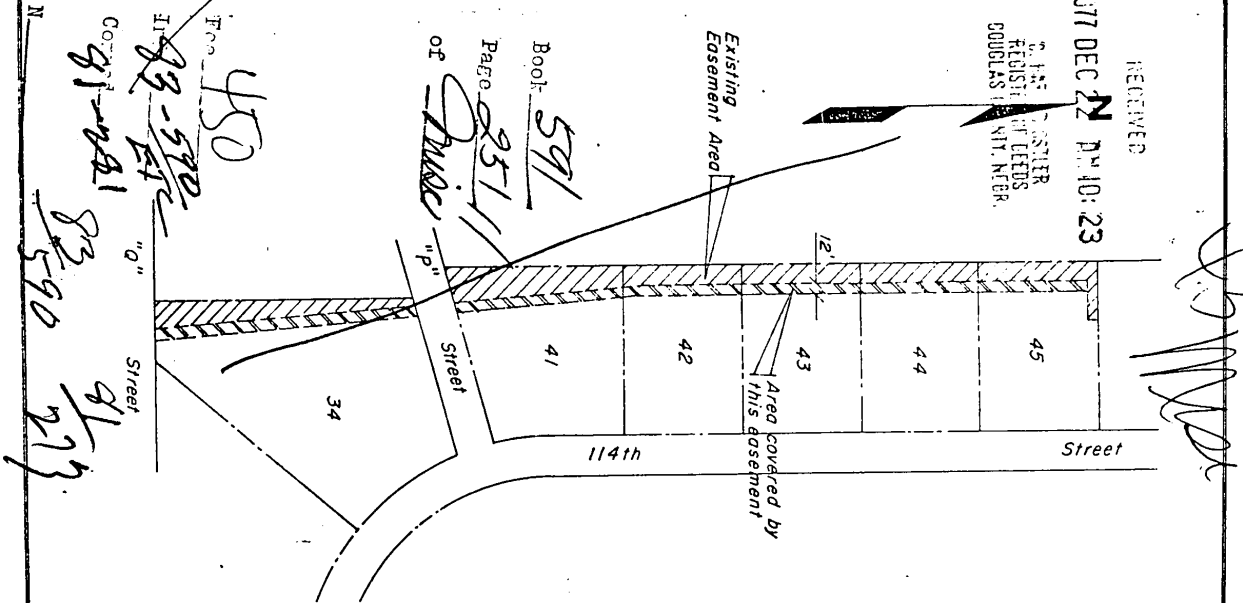


RIGHT-OF-WAY EASEMENT

We, The Estate of Ronald J. Abboud by JoAnn M. Abboud, Executrix of the real estate described as follows, and hereafter referred to as "Grantor", Lot Thirty-four (34), Empire Park and Lots Forty-one (41) thru Forty-five (45), inclusive, Empire Park, 2nd, additions 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, 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, 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) 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 ___ day of ___, 19__.

Donald C. MacGroden The Estate of Ronald J. Abboud
By: JoAnn M. Abboud Executrix

STATE OF NEBRASKA COUNTY OF Douglas On this 10th day of DECEMBER, 1977 before me the undersigned, a Notary Public in and for said County, personally came DONALD C. MACGRODEN Vice President of Edeline Mutual Telephone Co. 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.
STATE OF NEBRASKA COUNTY OF On this 13 day of DECEMBER, 1977 before me the undersigned, a Notary Public in and for said County and State, personally appeared JOANN M. ABBODD personally to me known to be the identical person(s) and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

JANET M. KRAMPFF GENERAL NOTARY State of Nebraska My Commission Expires AUGUST 22, 1978

GENERAL NOTARY State of Nebr. ANTHONY ABBODD My Comm. Exp July 5, 1979

My Commission expires: August 22, 1978 My Commission expires:
Distribution Engineer Date: Land Rights and Services Date: 10/14/77

Recorded in Misc. Book No. at Page No. on the day of
Section 5 Township 14 North, Range 12 East Salesman Janicek Engineer Iverson Est. # 30453 W.O.