

L. L. Trost and Catharine A. Trost

of the real estate described below, and hereafter referred to as "Grantors", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to the SAUNDERS PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the SAUNDERS PUBLIC 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:

The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Eleven (11), Township Fourteen (14) North, Range Nine (9), East of the 6th P. M., Saunders County, Nebraska.

CONDITIONS:

- (a) Where Grantees' facilities are constructed, Grantors shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate, at any time, service lines, poles, wires, cables, cross-arms, gans and anchors and other instrumentalities for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound of all kinds and the reception thereof, including all services of the Grantees to the residence on the above described real estate, over, upon, above, along, under, in and across a strip of land sixteen feet (16') in width, being eight feet (8') on each side of and parallel to facilities as constructed by Grantees.
- (b) The Grantors 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) Grantor, his heirs, successors or assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walls or driveways be erected, constructed, used or placed on or below the surface of said land where Grantees' facilities have been constructed.
- (d) Grantees shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walls or driveways which may have been disturbed for any purpose hereunder as near as may be.
- (e) It is further agreed Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and that his/her heirs, executors, administrators, successors or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantees forever against the claims of all persons whomsoever by any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 13th day of August, 1975

ATTEST:

James W. Anderson
JAMES W. ANDERSON
GENERAL NOTARY
State of Nebraska
My Commission Expires
December 6, 1977

L. L. Trost
L. L. Trost

ATTEST:

James W. Anderson
General

Catharine A. Trost

STATE OF
COUNTY OF

STATE OF
COUNTY OF
On this 13th day of AUGUST, 1975

before me the undersigned, a Notary Public in and for said County, personally came

L. L. TROST
CATHARINE A. TROST

President of
personally to me known to be the identical persons who signed the foregoing instrument as grantors and who acknowledged the execution thereof to be voluntary act and deed for the purpose therein expressed

personally to me known to be the identical persons who signed the foregoing instrument as grantors and who acknowledged the execution thereof to be voluntary act and deed for the purpose therein expressed

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

James W. Anderson
JAMES W. ANDERSON
GENERAL NOTARY
State of Nebraska
My Commission Expires
December 6, 1977

My Commission Expires

My Commission Expires 12-6-77

Recorded in Misc. Book No. at Page No. on the day of
Section 11 Township 14 North Range 9 East

Witness Copy Register Hightower, Inc. #3136 s.o. #023

2 1/2 miles Southeast of Yutan, Nebraska

6.35

DEED RECORD #129

132

2-661



STATE OF MISSISSIPPI
SALUBRITY COUNTY 89
Entered pursuant to Act No. 147 of 1904
and Chapter 147 of the Acts of 1904
in conformity with the Act of 1904
relating to the recording of deeds
and mortgages in this State.

Book 129 Page 132
Date of Recording 1904

By _____
Notary Public

6.25 paid