

Return to:  
NP Dodge Land Development, Inc.  
8701 W. Dodge Rd., Ste. 300  
Omaha, NE 68114

434

FILED

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99 FEB -4 AM 9:39

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 4th DAY OF February A.D. 19 99  
AT 9:39 O'CLOCK A M. AND RECORDED IN BOOK  
296 AT PAGE 434-436  
COUNTY CLERK Charlotte L. Petersen  
Harlem MacIsen

Recorded   
General   
Numerical   
Photostat   
Proofed

CHARLOTTE L. PETERSEN  
WASHINGTON COUNTY, CLERK  
BLAIR, NEBR.

RIGHT-OF-WAY EASEMENT

THIS INDENTURE made this 18th day of January, 1999,  
between JCM INVESTMENTS, INC., a Nebraska corporation, hereinafter referred  
to as "Grantor", and BLAIR TELEPHONE COMPANY, a Nebraska corporation,  
hereinafter referred to as the "Grantee".

WITNESSETH;

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other  
valuable consideration, receipt of which is hereby acknowledged, does hereby  
grant to Grantee, and its successors and assigns, an easement and right-of-way  
for the purposes of installing, burying, constructing, maintaining and operating a  
buried telecommunication cable, conduit, and appurtenances related thereto,  
together with the right of ingress and egress to and from the same, on, over,  
under and through the real property described as follows:

A tract of real property ten (10) feet in width located in  
Lot 1 along the southwesterly lot line, which is the  
common lot line of Highway 75 and Lot 1, Deerfield  
Subdivision, a subdivision as surveyed, platted and  
recorded in Washington County, Nebraska.

See Exhibit "A" attached to and by reference made a part  
hereof for a drawing of the easement and right-of-way  
(hereinafter referred to as the "Easement Area").

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said  
Grantee and its successors and assigns.

1. The Grantor and its successors and assigns shall not erect, construct or  
place on or below the surface of the Easement Area any building or structure, and  
shall not permit anyone else to do so, without the prior written consent of the  
Grantee, however, notwithstanding the foregoing, the Grantor, and its successors  
and assigns, shall be permitted to install hard surfaced driveways, fences, streets,  
trees, grass, sod, bushes, landscaping and other utilities within the Easement  
Area.

2. The Grantee shall have the right of ingress and egress across the  
Easement Area in order to carry out the purposes of the easement grant described  
herein. Such ingress and egress shall be exercised in a reasonable manner.

3. The Grantee shall restore the Easement Area to its original contour and  
condition within a reasonable period of time after the work described herein is  
performed. Thereafter, in the event it becomes necessary to repair, remove or  
replace said cables, conduit, appurtenances or facilities, the Grantee shall have the  
right to remove such pavement, street, trees, crops, grass, shrubbery, utilities or

other improvements within the Easement Area and said premises shall thereafter be restored by the Grantee, and its successors and assigns, to the condition that existed before said removal within a reasonable period of time. The Grantee shall also pay the Grantor for any damage incurred by the Grantor as the result of the Grantee's construction, maintenance, repair, or removal of its improvements described herein.

4. The Grantee, its successors and assigns, by accepting this easement grant, hereby agrees to indemnify the Grantor, and its successors and assigns, against any and all damages, claims, liability or causes of action of any nature whatsoever resulting to the Grantor, or its successors and assigns, as a result of the activities of the Grantee in constructing, repairing, maintaining, operating and/or removing the telecommunications cable and appurtenances described herein.

5. The Grantor is a lawful possessor of Easement Area, has good, right and lawful authority to make such conveyance; and Grantor and its executors, administrators, successors and assign shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

6. The person executing this instrument represents that he has authority to execute it on behalf of the corporation. This easement shall be binding upon and inure to the benefit of the parties named herein and to their respective successors, representatives and assigns. This easement shall be construed pursuant to the laws of the State of Nebraska. This easement shall run with the land.

IN WITNESS WHEREOF, Grantor causes this Right-of-Way Easement to be signed on the above date.

JCM INVESTMENTS, INC., a  
Nebraska corporation

By: Judith C. Morrison  
Judith C. Morrison, President

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

This instrument was acknowledged before me on 18th of January, 1999, by Judith C. Morrison, President of JCM Investments, Inc. a Nebraska corporation, and acknowledged same to be the voluntary act and deed of said company.

Kristy J. Gregath  
Notary Public

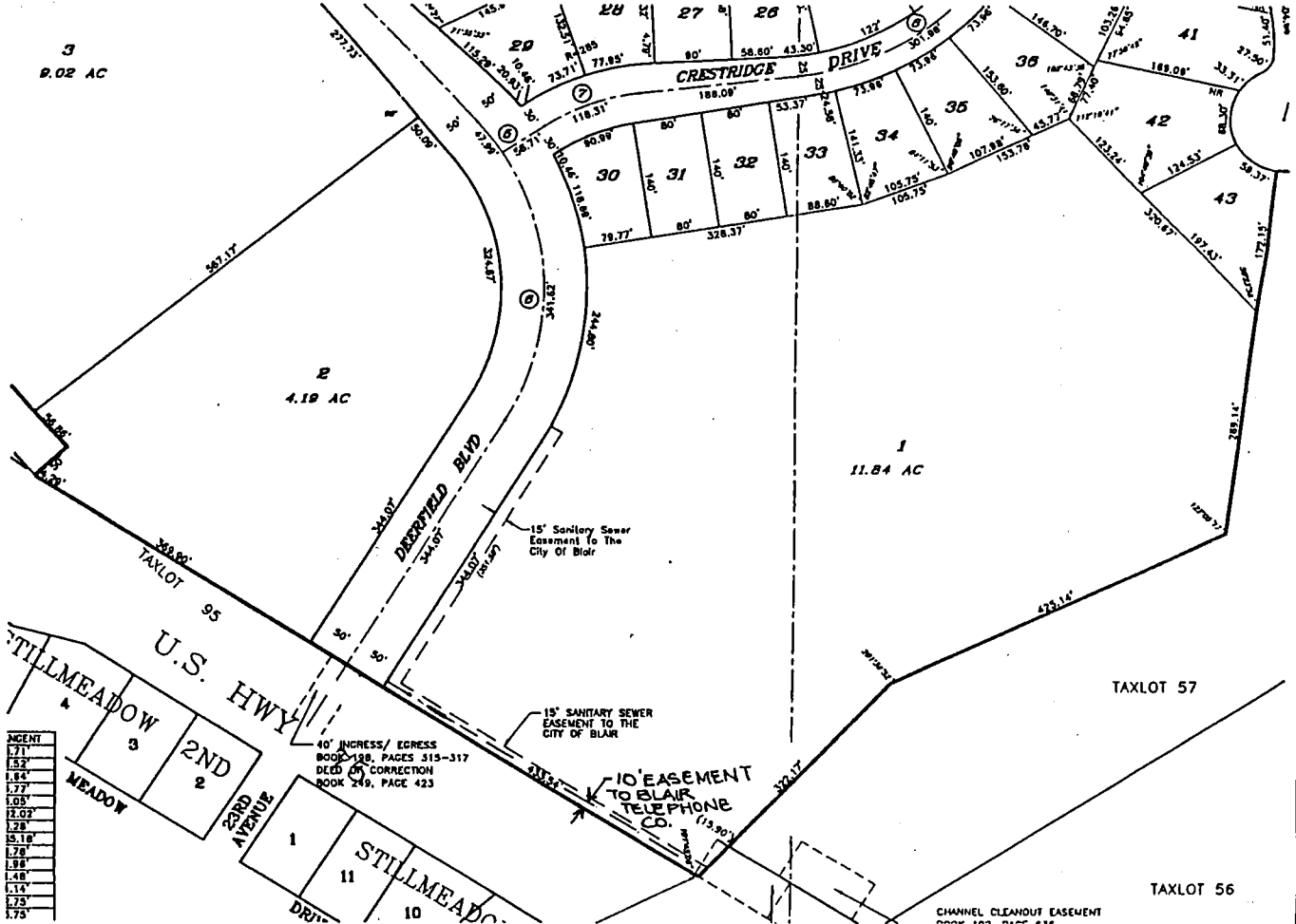


436  
LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

LEGAL DESCRIPTION:

Lot 1, DEERFIELD, a subdivision as surveyed, platted and recorded in Washington County, Nebraska



ADJACENT
1.71
1.52
1.84
1.77
1.05
1.22
1.18
1.70
1.88
1.48
1.14
1.75
1.75

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED: N.R.
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
6. ALL CUL-DE-SAC RADII ARE 62.50 FEET UNLESS NOTED OTHERWISE.
7. ALL CUL-DE-SAC THROAT RADII ARE 25 FEET UNLESS NOTED OTHERWISE.
8. LOTS 1 AND 2 WILL HAVE NO DIRECT ACCESS TO HIGHWAY 75.
9. --- DENOTES PARTY WALL PROPERTY LINES ON LOTS 5 - 22

CENTERLINE CURVE DATA

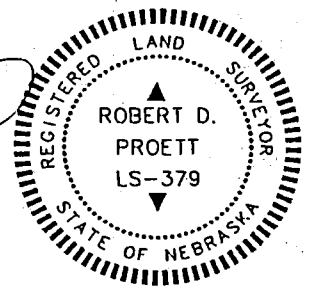
CURVE	RADIUS	ARC LENGTH	CHORD LEN	CHORD BEARING	DELTA ANGLE	TANGENT
C5	300.00'	47.99'	47.94'	S38°10'12"E	09°09'54"	24.05'
C6	300.00'	341.62'	323.46'	S00°57'56"E	65°14'39"	192.02'

DATE RECEIVED: \_\_\_\_\_

OFFICIAL ADDRESS: \_\_\_\_\_ Signature of Land Surveyor

BLDG. PERMIT NO. \_\_\_\_\_ Date APRIL 22, 1997 Reg. No. \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_ Path\Filename 96054/9654L101 Job Number 96054-2366



**lamp, ryneason & associates, inc.**  
engineers                      surveyors                      planners

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