

RIGHT-OF-WAY EASEMENT

1. To, Jess Moore Jr. & Mary Ann Moore  
 of the real estate described as follows, and hereinafter referred to as "Grantor":

Owner(s)

Lot One (1) of the replat of Original Lots Eight (8), Nine (9), and Ten (10) of  
 Fairview Heights, Sarpy County, Nebraska.

3-29-78 8:30 A.M. IN BOOK 57 OF *Misc. Fences* 6/25  
 FILED FOR RECORD AT *Cal L. Hillebrand* REGISTERED 3-29-78, SARPY COUNTY, NEB  
 PAGE 162

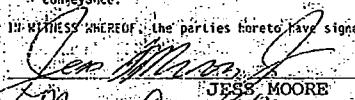
In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the CHAMPS PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the NORTHWESTERN CELL TELEPHONE COMPANY, a corporation, its successors 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:

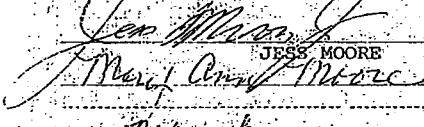
See sketch on reverse side of document for easement area.

## CONDITIONS:

- Where Grantee's facilities are constructed Grantee shall have the right to operate, maintain, repair, replace and renew said facilities consisting of, entries, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as specifically 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').
- 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.
- 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 Grantee, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- 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.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 28 day of February 1978.

  
 JESS MOORE

  
 Mary Ann Moore

 STATE OF Nebraska  
 COUNTY OF Sarpy

On this 28th day of February 1978,  
 before me the undersigned, a Notary Public in and for said County and  
 State, personally came Jess Moore Jr. & Mary Ann Moore

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

STATE OF

COUNTY OF

On this 28th day of February 1978,  
 before me the undersigned, a Notary Public in and for said County and  
 State, personally appeared

personally known to me 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 seal at the date above written.

Notary Public

My Commission expires:

5/17/78

 Commission Expires May 17, 1980 Contract and Seal Effective May 17, 1980

Recorded in Vol. 1, page No.

at Page No. on Date day of

Section 7, Township 13 North, Range 12 East, Sarpy County, Nebraska, #0000, U.S. G.G.C.

02371

57-1624

