

RIGHT-OF-WAY INSTRUMENT

1. We, Jess Moore Jr. & Mary Ann Moore _____ Grantor(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

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

FILED FOR RECORD AT 3:29 PM IN BOOK 57 OF Miss Leese
PAGE 162 Carl S. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB
6/25

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 CHAMBERLAIN 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:

See sketch on reverse side of document for easement area.

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 neither he, his heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Districts 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 Jr.
Mary Ann Moore
JESS 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, personally came Jess Moore Jr. & Mary Ann Moore

STATE OF _____
COUNTY OF _____
On this _____ day of _____, 19____,
before me the undersigned, a Notary Public in and for said County and
State, personally appeared _____

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.

personally to me known 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 Notarial Seal the date above written.

Notary Public in and for the State of Nebraska
JAMES A. ALLEY
Notary Public
My Commission Expires May 24, 1980
Springfield in
James A. Alley

Transmission Engineer B.S. Date 3/6/78 Contract and Specifications Engineer BAK Date 3/1/78
Recorded in 110 and 110 at Page No. _____ on the _____ day of _____, 19____

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