

3/20/79

OPD Form No. 1-75-1

Distribution

WITNESSES

of the real estate described as follows, and hereafter referred to as "Grantor":

Erwin K. Peterson Jr.

(Name(s))

The South One-half of the Northeast Quarter (S1/2 NE1/4) of Section Two (2), Township Seventeen (17) North, Range Seven (7), East of the 6th P.M., Dodge County, Nebraska.

STATE OF NEBRASKA, DODGE COUNTY:

Notary Public in and for said County

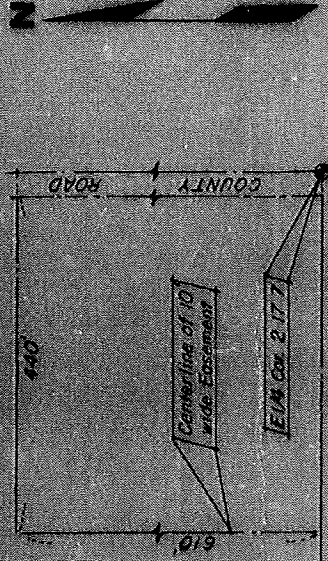
do hereby certify that

Erwin K. Peterson Jr.

is the Grantor of the above described real estate.

Erwin K. Peterson Jr. Deputy

In consideration of the sum of the Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the DODGE PUBLIC UTILITY DISTRICT, a public corporation, its successors and assigns, and the NEBRASKA TELEPHONE COMPANY, a corporation, its successors and assigns, collectively referred to as "Grantee", 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 Grantee 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'). Grantee shall be exercised in a reasonable manner.
- (b) 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.
- (c) 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 (s)/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.

WITNESS HEREOF, the parties hereto have signed their names and caused the attestation of this instrument this 9th day of April, 1979.

Erwin K. Peterson Jr.

STATE OF

COUNTY OF

On this 9th day of April, 1979
before me the undersigned, a Notary Public in and for said County, personally came Erwin K. Peterson Jr.

President of _____
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 _____ voluntary act and deed for the purpose therein expressed.

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

Erwin K. Peterson Jr.
Notary Public in and for said County

My Commission expires: Sept 15, 1980

Distribution Engineer B. D. Dan Land Rights and Services. Edith Dan Attorney

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____

Section 2 Township 17 North, Range 7 East, Salineau Citta Engineer Woodhead Est. 31483 s.d. 3917

NOTARY PUBLIC

Witness my hand and Notarial Seal the date above written.

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.

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