

557-77.

**Old Mill Partnership**

All of Lot Fifteen (15), Old Mill Plaza, a subdivision as surveyed and recorded, in part of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 21, 15 North, Range 12, East of the 6th P.M., Douglas County, Nebraska.

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 DNAXIA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the NORTHEASTERN 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 the reverse side of this document for the 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 his/her 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 whosoever 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 11 day of Sept, 1975

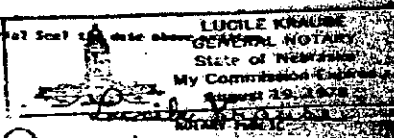
*James A. James Partner*  
*Old Mill Partnership*

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 On this \_\_\_\_\_ day \_\_\_\_\_, 19\_\_\_\_,  
 before me the undersigned, a Notary Public in and for said  
 County, personally came \_\_\_\_\_  
 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.

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 On this 11<sup>th</sup> day of September, 1975  
 before me the undersigned, a Notary Public in and for said County and  
 State, personally appeared \_\_\_\_\_  
*James A. James*  
 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 at \_\_\_\_\_ in  
Said County the day and year last above written.

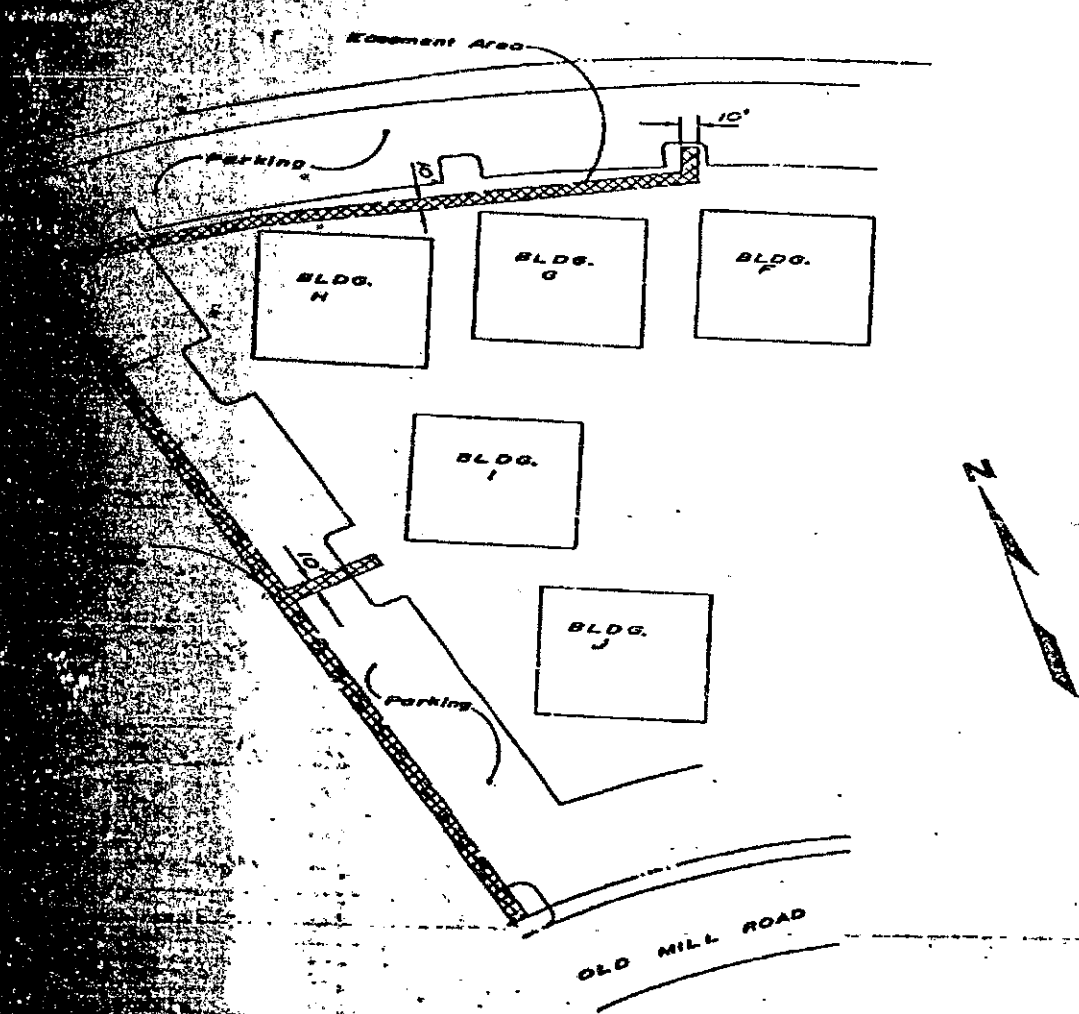
Witness my hand and Notarial Seal at \_\_\_\_\_ on \_\_\_\_\_ day above



My Commission expires: \_\_\_\_\_  
 Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_; Land Rights and Services \_\_\_\_\_  
 Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ of the \_\_\_\_\_ day of \_\_\_\_\_  
 Section 21 Township 15 North, Range 12 East Subsection Ho straddling Mueller Ave.

My Commission expires: Aug. 19, 1978  
 Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_; Land Rights and Services \_\_\_\_\_  
 Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ of the \_\_\_\_\_ day of \_\_\_\_\_  
 Section 21 Township 15 North, Range 12 East Subsection Ho straddling Mueller Ave.

W.O. # 8441  
EST. # 80854



RECEIVED  
*L.S. Price*  
 1915 OCT 29 PM 2:50  
 HARRIS ESTLER  
 REGISTER OF DEEDS  
 DOUGLASS COUNTY, KAN.

THE STATE OF NEBRASKA  
 Douglas County  
 Entered in Register  
 for Record in the 5th  
 District of said County  
 Book 557  
 Page 77