

RIGHT-OF-WAY EASEMENT

Old Mill Land & Holding Co. Owner(s)

The Easterly portion of Lot Fourteen (14), Old Mill Plaza, Section Twenty-one (21), Township Fifteen (15) North, Range Twelve (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 PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the MOHAWKESTERN 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 reverse side of this document for easement area.

CONDITIONS:

- 1) 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').
2) The Grantee 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.
3) 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.
4) 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 (as/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 whomsoever 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 30th day of Aug. 1977

Old Mill Land & Holding Co.
Warren L. Jacobs
James M. Jacobs

STATE OF

COUNTY OF

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

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 his voluntary act and deed for the purpose therein expressed.

STATE OF
COUNTY OF

On this 30th day of August, 1977, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Warren L. Jacobs

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at this County the day and year last above written.

NOTARY PUBLIC

Witness my hand and Notarial Seal the date above written.

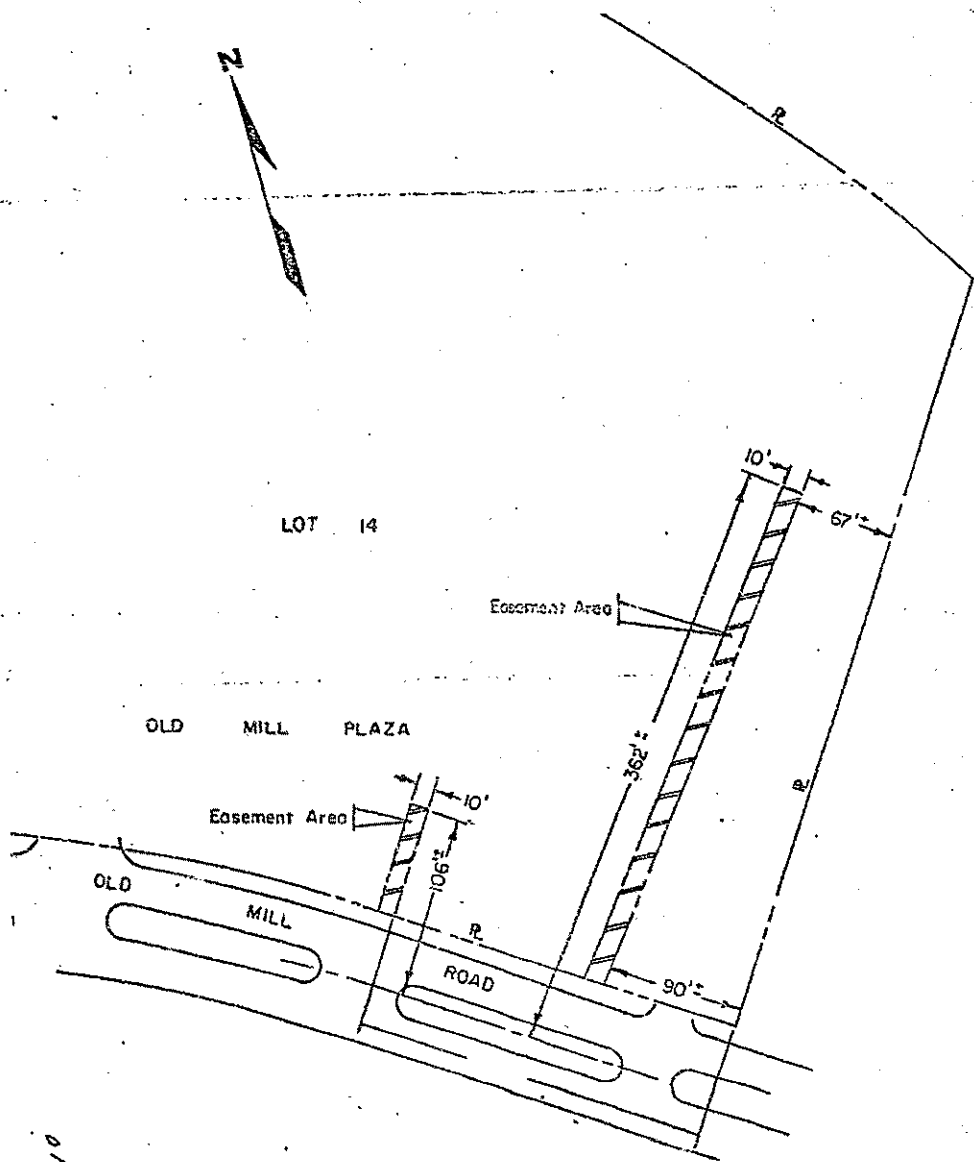


Catherine Ann Hoerr
NOTARY PUBLIC

My Commission expires: May 13, 1981

My Commission Expires: 9/12/77
Lands Rights and Services Co. Date 9/6/77

at Page No. 14 on the \_\_\_ day of \_\_\_ 1977
Witness: Horst M. Rokiicki 1st. 29A92 & O. 7015



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