

RIGHT-OF-WAY EASEMENT

Gary R. & Carolyn A. Spracklin Owner(s)
The real estate described as follows, and hereafter referred to as "Grantor":

Tax Lot Fifty-seven (T.L. 57), being the East Ten (10) acres of Tax Lot Forty (T.L. 40), now known as Tax Lot Fifty-eight (T.L. 58), being a part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty (30), Township Seventeen (17) North, Range Thirteen (13) East of the 6th P.M., Washington 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 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:

The North Seven Hundred feet (700') of the East Fifteen feet (15') and the North Fifty feet (50') of the South One Hundred Fifty feet (150') of the East One Hundred feet (100') of said Tax Lot Fifty-seven (T.L. 57).

Recorded
Serial
Mentioned
Notated

STATE OF NEBRASKA, COUNTY OF WASHINGTON SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 23rd DAY OF JANUARY 1978
AT 2:47 O'CLOCK P.M. AND AT
BOOK 110 PAGE 430
COUNTY CLERK Charlottee Peterson
DEPUTY Sharon Madson

1978 JAN 23 9:30

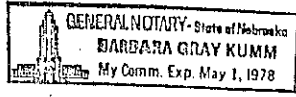
CONDITIONS:

- 1. 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').
- 2. 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.
- 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 Grantees, 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 heirs, assigns, 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 12 day of Jan, 1978.
Gary R. Spracklin
Carolyn A. Spracklin

STATE OF Nebraska
COUNTY OF Washington
On this 12 day of January, 1978,
before me the undersigned, a Notary Public in and for said County and State, personally appeared
Gary F. Spracklin
Carolyn A. Spracklin
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 _____ in _____ County the day and year last above written.
NOTARY PUBLIC



Barbara Gray Kumm
NOTARY PUBLIC

My Commission expires: _____
Distribution Engineer AW Date 4/11/78; Land Rights and Services RWP Date 1/20/78
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.
Section 30 Township 17 North, Range 13 East Salesman Fink Engineer Jones Est. 85210 W.O. 7924