

RIGHT-OF-WAY EASEMENT

Burton and Pearl M. Christopherson

Distribution

Affects lots 1 & 2
Christophersons corner

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

Owner(s)

The West Eight Hundred Forty-nine and Five tenths feet (849.5') of the East Eight Hundred Eighty-two and Five tenths feet (882.5') of the South Nine Hundred Fifty-eight and Eighteen hundredths feet (958.18') of the North Nine Hundred Ninety-one and Eighteen hundredths feet (991.18') of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Two (2), Township Sixteen (16) 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 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,

The West Ten feet (10') of the South Five Hundred Twenty feet (520') of the Five Hundred Fifty-three feet (553') of the above described property.

1978 AUG 17 PM 2:49
CAROL OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

RECEIVED
1978

2-16-12

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Compd
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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 its/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 12 day of July, 1978.

Burton Christopherson
Pearl M. Christopherson

STATE OF
COUNTY OF

STATE OF Nebraska
COUNTY OF Douglas

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

On this 12th day of July, 1978, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

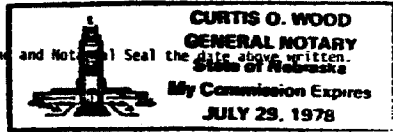
President of personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

Burton Christopherson and Pearl M. Christopherson

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 the _____ date above written.



Curtis O. Wood
NOTARY PUBLIC

My Commission expires: _____

My Commission expires: July 29, 1978

Distribution Engineer B.W. Date 7/18/78 and Rights and Services E.B.K. Date 7/18/78

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 2 Township 16 North, Range 12 East Salesman C. Johnson Engineer Keating Est. # 49911 v.o. # 9179