

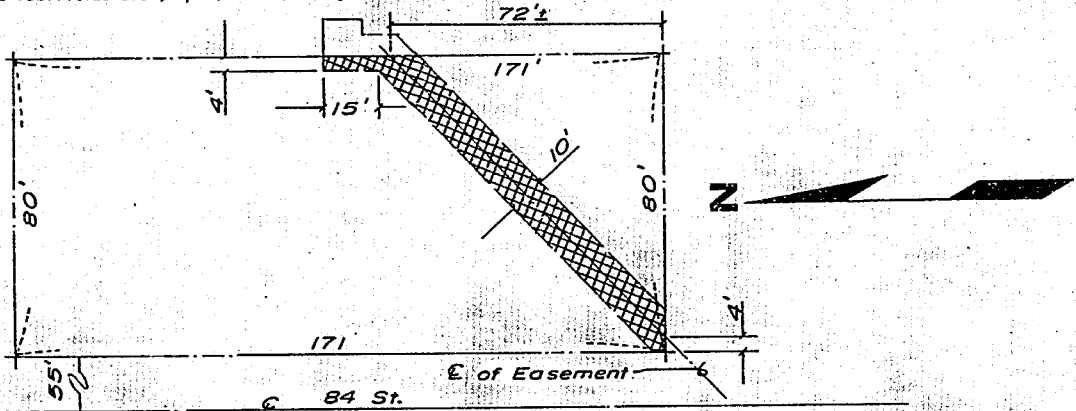
RIGHT-OF-WAY EASEMENT

I, Mike Hogan Realty Company Owner(s)
of the real estate described as follows, and hereafter referred to as "Grantor",

A tract of land located in part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 23, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows: Commencing at the Northwest corner of said SW $\frac{1}{4}$; thence S 00°11'00" E on the West line of said SW $\frac{1}{4}$, 1229.30 feet; thence N 89°49'00" E, 55.00 feet to the point of beginning, said point being on the East right of way line of State Highway No. 85; thence N00°11'00" W on the East right of way line of said State Highway No. 85, 171.00 feet; thence N 89°49'00" E, 80.00 feet; thence S 00°11'00" E on a line 135.00 feet East of and parallel to the West line of said SW $\frac{1}{4}$, 171.00 feet; thence S 89°49'00" W, 80.00 feet to the point of beginning.

FILED FOR RECORD 11-10-75 AT 8:00 AM, IN BOOK 48 OF Misc Recd.
PAGE 595 Carl L. Hibbeles REGISTER OF DEEDS, SARPY COUNTY, NEB. 325

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 OMAHA 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:



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 28 day of October, 1975.

Michael J. Hogan Realty Co.
James M. Hogan

Michael J. Hogan
Michael J. Hogan

STATE OF Nebraska
COUNTY OF Sarpy

STATE OF Nebraska
COUNTY OF Sarpy

On this 28 day of October, 1975, before me the undersigned, a Notary Public in and for said County, personally came

On this 28 day of October, 1975, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Michael J. Hogan

Michael J. Hogan

President of Mike Hogan Realty Co., 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.

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 Papillion, Ne. in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.



Michael M. Greco
MICHAEL M. GRECO
My Comm. Exp. Aug. 6, 1979
NOTARY PUBLIC



Michael M. Greco
MICHAEL M. GRECO
My Comm. Exp. Aug. 6, 1979
NOTARY PUBLIC

My Commission expires: 6 August 1979

My Commission expires: 6 August 1979

Distribution Engineer _____ Date _____; Land Rights and Services JP Date 10/31/75
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 23 Township 14 North, Range 12 East Salesman Janicek Engineer Perkins Est. #26737 K.O. # _____

Pizza Hut
84th & Hogan Dr.

See # 49337