

RIGHT-OF-WAY EASEMENT

1. Sapp Bros. Inc

of the real estate described below, and hereafter referred to as "Grantor(s)", 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 remove its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

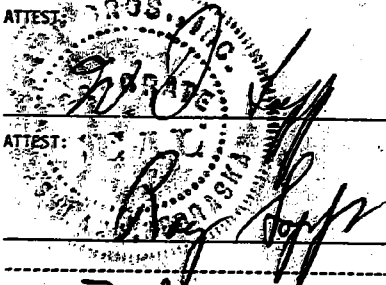
A portion of Tax Lot 1B, together with a portion of Tax Lot 2B1, located in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 26, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska. Referring to the North 1/16 corner of the NE $\frac{1}{4}$  of said Section 26, thence S 89°37' W along the North line of the NE $\frac{1}{4}$ , a distance of 40.0 feet to the point of beginning; thence S 00°23' E, 358.00 feet; thence S 50°06' W, 225.00 feet; thence N 49°35'30" W, 200.00 feet; thence N 00°23' W, 370.50 feet, to a point on the North line of the NE $\frac{1}{4}$  of Section 26; thence N 89°37' E along the North line of the NE $\frac{1}{4}$  of Section 26 a distance of 325.00 feet to the point of beginning.

FILED FOR RECORD 12-19-75 AT 8:00 A.M. IN BOOK 48 OF Miss. Recs.  
PAGE 670 Carl L. Hibbeln REGISTER OF DEEDS, SARPY COUNTY, NEB. 325

CONDITIONS:

- Where Grantees' facilities are constructed, Grantees shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentalities for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound of all kinds and the reception thereof, including all services of the Grantees to the residence on the above described real estate, over, upon, along, above and under, in and across a strip of land sixteen feet (16') in width, being Eight feet (8') on each side of and parallel to facilities as constructed by Grantees.
- The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinafore granted. Such ingress and egress shall be exercised in a reasonable manner.
- Grantor, its heirs, successors or assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantees' facilities have been constructed.
- Grantees shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be.
- It is further agreed 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 or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantees forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 7 day of November, 19 75.

ATTEST:  


Grantor(s)

STATE OF Nebr  
COUNTY OF Sarpy  
On this 7 day of November, 19 75,  
before me the undersigned, a Notary Public in and for said County,  
personally came Mr. W.D. Sapp and Mr. Ray Sapp  
President of Sapp Bros. Inc  
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 their voluntary act and deed for the purpose therein expressed.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
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 Aug 30, 1977 in said County the day and year last above written.

Steve Miner  
NOTARY PUBLIC

My Commission expires: Aug 30, 1977

Witness my hand and Notarial Seal, the date above written.  
STEVE MINER  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
August 30, 1977  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

Distribution Engineer HA Date 11/7/75; Land Rights and Service HA Date 11/14/75  
Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Section 26 Township 14 North, Range 11 East Salesman Cope Engineer Jones Est. # 27270 N.O. # 8998

TRUCK BROAD