

CDPS Form No. 1-75-2

48-671

Not. Public

RIGHT-OF-WAY EASEMENT

1. I, Sarpy Bros. Inc., 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 SARPY 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:

That part of the NE $\frac{1}{4}$ of Section 26, T14N, R11E, of the 6th P.M., Sarpy County, Nebraska, lying North of Interstate Hwy. #80, except that part described as follows: Beginning at the North $\frac{1}{4}$ corner of said Section 26; thence S 0°02' E, 2015.35 feet along the West line of said NE $\frac{1}{4}$ to a point on the Northerly right of way line of Interstate #80; thence N 49°52' E, 1270.0 feet along the Northerly right of way line of Interstate #80; thence N 40°08' W at right angles to the last described course, 544.02 feet; thence N 12°36'48" E, 805.82 feet to a point on the North line of said NE $\frac{1}{4}$; thence S 89°37' W along the North line of said NE $\frac{1}{4}$, 797.47 feet to the point of beginning.

FILED FOR RECORD 12-19-75 at 8:00 A.M. IN BOOK 48 OF Miss Recd.
PAGE 671 Carl L. Hibbel REGISTER OF DEEDS, SARPY COUNTY, NEB.

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, 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 hereinbefore 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:

[Signature]
Notary Public

Grantor(s)

STATE OF Nebraska

COUNTY OF Sarpy

On this 7 day of November, 19 77, before me the undersigned, a Notary Public in and for said County,

personally came G. W. B. Sarpy and Mr. R. J. B.

President of Sarpy 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 7 day of November, 19 77, 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 their voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at Nebraska in said County the day and year last above written.

[Signature]
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

Distribution Engineer HL Date 4/21/75 Land Rights and Services HL Date 11/14/75

Recorded in Misc. Book No. 14 at Page No. 11 on the 7 day of November, 19 77
Section 26 Township 14 North Range 11 East Salesman Cope Engineer Jones Est. # 25992 U.O. # 8999

BACKBOGE - 148TH ST.