

UPP Form No. 4-83-2
6-5-85

Res. Blanket

RIGHT-OF-WAY EASEMENT

**OK*
1. We, R. T. Johnson and Irene O. Johnson, husband and wife Owner(s) 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, referred to as "Grantee", a permanent right-of-way easement to install, operate, maintain, repair, replace and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

South Park Townhome, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

COMPARED

*Fee \$10.50
Law 322*

FILED FOR RECORD 7-18-85 AT 2:30 P. M. IN BOOK 31 OF Miss
PAGE 686 REGISTER OF DEEDS, CASS CO., NEBR.
Betty Phelps

CONDITIONS:

- (a) Where Grantee's facilities are constructed, Grantee 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, including all services of the Grantee 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 the parallel to facilities as constructed by Grantee.
- (b) The Grantee 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) 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 Grantee's facilities have been constructed.
- (d) Grantee 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.
- (e) 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/its/their heirs, executors, administrators, successors or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee 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 21 day of June, 19 85.

ATTEST:

R. T. Johnson

ATTEST:

Irene O. Johnson

STATE OF
COUNTY OF

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

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.

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

NOTARY PUBLIC

My Commission expires: _____

STATE OF NEBRASKA
COUNTY OF CASS

On this 24th day of June, 19 85
before me the undersigned, a Notary Public in and
for said County and State, personally appeared
R. T. Johnson and Irene O. Johnson

husband and wife
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 the date above
written.

Beverly Baumgart
NOTARY PUBLIC

My Commission expires: _____



RETURN TO:
OMAHA PUBLIC POWER DISTRICT
1623 HARNEY ST. - RM. 401
OMAHA, NE 68102

Distribution Engineer RLL Date 6-25-85 Property Management RLK Date 6/25/85
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____.
Section NE 1/4 35 Township 13 North, Range 13 East
Salesman Kuhn Engineer Woodhead Est. # 8500960 W.O. # 9863

RIGHT OF WAY EASEMENT

In consideration of the mutual benefits to be derived, the undersigned grantors do hereby grant, sell, and convey to RURAL WATER DISTRICT NO. 1, CASS COUNTY, NEBRASKA, a perpetual easement with the right to construct, install, use, operate, inspect, maintain, replace, and remove water lines and water facilities over, across, and through the following described real estate situated in Cass County, Nebraska: (Describe Real Estate)

4.00 Acre Tract of Land known as "South park Townhome", located in the west 1/2 of the NE 1/4, (Gov't Lot 2), Sec. 35, Twp.13N., Rge. 13 E. of the 6th P.M., Cass County, Nebraska.

Sheet 143

3:02

\$ 5.50

FILED FOR RECORD 10-9-86 AT P. M. IN BOOK 34 OF Miss
PAGE 62 REGISTER OF DEEDS, CASS CO., NEBR.

Edith Johnson

together with rights of ingress and egress.

COMPARED

This easement shall be thirty (30) feet in width, the center line of which shall be the water facility as constructed.

The consideration herein recited shall be full consideration for any and all damages incurred by grantor by reason of the installation, operation, and maintenance of the above improvements. Grantee agrees to maintain the easement in good repair so that no unreasonable damage will result therefrom to grantor.

This easement shall run with the land for the benefit of grantee, its successors and assigns and all provisions hereof shall be binding on grantors, their heirs, personal representatives, successors, or assigns.

Executed on September 5, 1986 SOUTHPARK HOMEOWNERS ASSOCIATION, INC.

R. T. Johnson
President

Grantor
Grantor

STATE OF NEBRASKA)
COUNTY OF CASS) ss

On this 5th day of September, 1986 before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally came R. T. Johnson, President of Southpark Homeowners Association, Inc.

the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Beverly Baumgart Notary Public

My Commission Expires: _____

STATE OF NEBRASKA)
COUNTY OF _____) ss

On this _____ day of _____, 197 before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally came

the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires: _____

RIGHT OF WAY EASEMENT

In consideration of the mutual benefits to be derived, the undersigned grantors do hereby grant, sell, and convey to RURAL WATER DISTRICT NO. 1, CASS COUNTY, NEBRASKA, a perpetual easement with the right to construct, install, use, operate, inspect, maintain, replace, and remove water lines and water facilities over, across, and through the following described real estate situated in Cass County, Nebraska: (Describe Real Estate)

Government Lot #2 Except the south 16 feet in NE 1/4 of Sec. 35,
Twp. 13 N., Rge. 13 E. of the 6th P.M., Cass County, Nebraska.

Doc #47
FILED FOR RECORD 12-15-82 AT 10:25 A.M. IN BOOK 26 OF Misc
PAGE 446 REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpot \$ 6.25

together with rights of ingress and egress.

This easement shall be thirty (30) feet in width, the center line of which shall be the water facility as constructed.

The consideration herein recited shall be full consideration for any and all damages incurred by grantor by reason of the installation, operation, and maintenance of the above improvements. Grantee agrees to maintain the easement in good repair so that no unreasonable damage will result therefrom to grantor.

This easement shall run with the land for the benefit of grantee, its successors and assigns and all provisions hereof shall be binding on grantors, their heirs, personal representatives, successors, or assigns.

Executed on September 24, 1982

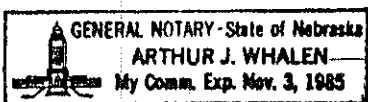
Richard T. Johnson Grantor
Jane O. Johnson Grantor

STATE OF NEBRASKA)
COUNTY OF DeWelle) ss

On this 24 day of September, 1982 before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally came

Richard T. Johnson - Jane O. Johnson
the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Arthur J. Whalen Notary Public

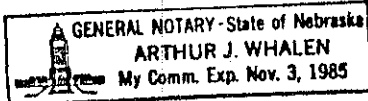
My Commission Expires: _____

STATE OF NEBRASKA)
COUNTY OF DeWelle) ss

On this 24 day of September, 1982 before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally came

Glennia Nedene McKenzie
the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Arthur J. Whalen Notary Public

My Commission Expires: _____

