

2016-25498

10/05/2016 2:48:44 PM

*Lloyd J. Dowling*

REGISTER OF DEEDS



COUNTER JD C.E. JD  
VERIFY JD D.E. JD  
PROOF LM  
FEES \$ 20.00  
CHECK # \_\_\_\_\_  
CHG OPPD CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

Return to:  
OMAHA PUBLIC POWER DISTRICT  
Land Management 6W/EP4  
444 South 16<sup>th</sup> Street Mall  
Omaha, Nebraska 68102-2247

OPPD Doc. #: \_\_\_\_\_  
Date: August 23, 2016  
UNG

### RIGHT-OF-WAY EASEMENT

**GREAT SOUTHERN BANK, a Missouri Chartered Trust Company**

owner(s) of the real estate described as follows, and hereafter referred to herein as "Grantor",

Lot 10 in Cornhusker Pointe, an Addition to the City of Bellevue, as surveyed,  
platted and recorded, in Sarpy 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 and convey to the OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, its successors and assigns, hereafter referred to as "District", a permanent right-of-way easement with rights of ingress and egress thereto, to construct, operate, maintain, inspect, repair, replace, renew, and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other necessary fixtures and equipment upon, over, along, under, in and across the following described real estate (the "Easement Area"):

See attached Exhibit "A" for description and sketch of Easement Area.

**CONDITIONS:**

The District shall have the perpetual right, but not the obligation, to cut, clear or remove all trees, roots, brush, undergrowth and other obstructions from the surface and subsurface of the Easement Area and to temporarily open any fences crossing said area. All refuse from such tree and brush cutting or trimming shall be disposed of by the District, and if the Easement Area is not being utilized for cultivated crops, the District shall have the further right but not obligation to control and impede the growth of all weeds, trees, and brush along the Easement Area. Grantor agrees that the existing grade of the Easement Area shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip.

Grantor agrees that the property covered by said easement shall not be used in any way that will impair the rights of the District hereunder. Grantor agrees not to construct or erect any building or improvements other than paving, curbing and/or landscaping on or over the Easement Area.

It is further agreed that the 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 whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

The District 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 and only when reasonably necessary.

The District shall pay the Grantor and/or Lessee, as their interests may appear, for all damages to growing crops, fences or other property on said real estate which may be caused by the exercise of the hereinbefore granted rights. It is further agreed that all claims for such damages must be submitted in writing.

The undersigned agrees and represents that he/she has read and understands the Right-of-Way Easement and that this easement shall run with the land, constitutes the entire agreement between the parties, and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or natures which are not expressly set forth herein. This Right-of-Way Easement shall be binding upon the respective grantees, licensees, lessees, successors, heirs and assigns of the parties.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 30<sup>th</sup> day of Sept, 2016.

**OWNERS SIGNATURE(S)**

Great Southern Bank

Sign: Doug Mann

Sign: \_\_\_\_\_

Print: Doug Mann

Print: \_\_\_\_\_

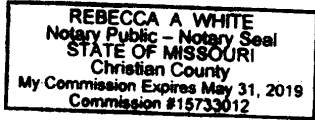
Title: V.P.

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF Missouri )  
 ) SS.  
COUNTY OF Greene )

On this 30 day of Sept, 2016, before me the undersigned, a Notary Public in and for said County, personally came Doug Mann, to me personally known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.



Witness my hand and Notarial Seal the date above written.

Rebecca A White  
NOTARY PUBLIC

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

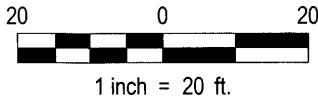
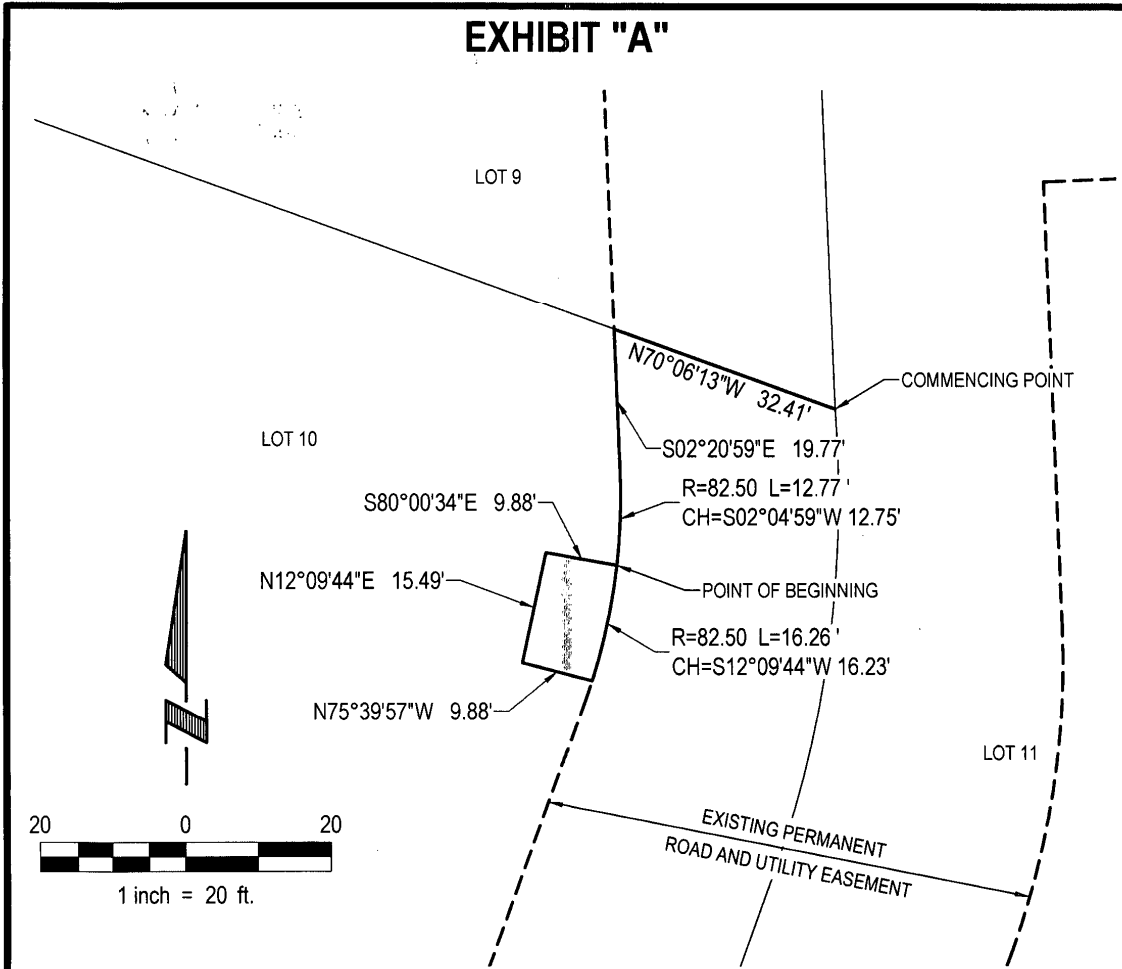
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_, to me personally known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be \_\_\_\_\_ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

\_\_\_\_\_  
NOTARY PUBLIC

	¼	NE	¼	Section	27	Township	14	North		Range	13	East	County	SAR
ROW	ARE	Customer Rep	D. Anderson	Engineer								W.O. #		

# EXHIBIT "A"



### LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 10, CORNHUSKER POINT, A SUBDIVISION LOCATED IN THE NE 1/4 OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10, CORNHUSKER POINT, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF LOT 9, SAID CORNHUSKER POINT, SAID POINT ALSO BEING ON THE WESTERLY LINE OF LOT 11, SAID CORNHUSKER POINT; THENCE N70°06'13"W (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID LOT 10, CORNHUSKER POINT, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF LOT 9, CORNHUSKER POINT, A DISTANCE OF 32.41 FEET; THENCE S02°20'59"E, A DISTANCE OF 19.77 FEET; THENCE SOUTHWESTERLY ON A CURVE TO A RIGHT WITH A RADIUS OF 82.50 FEET, A DISTANCE OF 12.77 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S02°04'59"W, A DISTANCE OF 12.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 82.50 FEET, A DISTANCE OF 16.26 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S12°09'44"W, A DISTANCE OF 16.23 FEET; THENCE N75°39'57"W, A DISTANCE OF 9.88 FEET; THENCE N12°09'44"E, A DISTANCE OF 15.49 FEET; THENCE S80°00'34"E, A DISTANCE OF 9.88 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 161 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

 <b>E &amp; A CONSULTING GROUP, INC.</b> <small>Engineering Answers</small>	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services <small>10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</small>		<b>UTILITY EASEMENT</b> <b>LOT 10, CORNHUSKER POINT</b> <small>SARPY COUNTY, NEBRASKA</small>
	Drawn by: FCE   Chkd by:	Date: 06/28/2016	
Job No.: P2012.172.001			