

OPPD Form No. 1-75-2

Res. Blanket

#13

RIGHT-OF-WAY EASEMENT

I, Richard W. Marolf 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, ~~XXXXXX~~ referred to as "Grantees", a permanent right-of-way easement to install, operate, maintain, repair, replace and renew its electric ~~XXXXXX~~ facilities over, upon, above, along, under, in and across the following described real estate, to wit:

Tax Lot Five (5) and Fractional Lot Twenty-nine (29) in the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) all in Section Thirty-one (31), Township Twelve (12) North, Range Nine (9), East of the 6th P.M., Cass County, Nebraska.

doc #13
FILED FOR RECORD 6-1-76 AT 10:46 A.M. IN BOOK 18 OF Misc.
PAGE 494
REGISTER OF DEEDS, CASS CO., NEBR.
Betty Philpott
COMPARED \$ 3.25 ✓

CONDITIONS:

- (a) 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 ~~XXXXXX~~ 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.
- (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) 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.
- (d) 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.
- (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 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 30 day of March, 1976

~~XXXXXX~~
Richard W. Marolf
~~XXXXXX~~
Janice Marolf
Grantor(s)

STATE OF Nebraska
COUNTY OF Lancaster
On this 30 day of March, 1976, before me the undersigned, a Notary Public in and for said County, personally came Richard W. Marolf
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 his voluntary act and deed for the purpose therein expressed.

STATE OF Nebraska
COUNTY OF Lancaster
On this 30 day of March, 1976, before me the undersigned, a Notary Public in and for said County and State, personally appeared Janice Marolf
personally to me known to be the identical person(s) who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

Laurel E. Schlapphoff Notarial Seal at Waverly in _____
SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES February 5, 1979
My Commission expires Feb. 5, 1979

Witness my hand and Notarial Seal the date above written in EXHIBIT
STATE OF NEBRASKA
February 5, 1979
Laurel E. Schlapphoff
NOTARY PUBLIC
My Commission expires: Feb. 5, 1979

Distribution, Engineer 1H Date 4/1/76; Land Rights and Services _____ Date _____
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____
Section 31 Township 12 North, Range 9 East Salesman Craven Engineer Hightower st. # 27313.0, 9576
1/2 Mile West of Greenwood, Nebraska