

105-72

RIGHT-OF-WAY EASEMENT

Hoshall E. Thomas and Oleta I. Thomas, husband and wife,

John R. Methvin and Kie Methvin, 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, 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: Lot One (1) and Lots Three (3) through Ten (10), inclusive, Block One (1); Lots One (1) through Nine (9), inclusive, and Lot Eleven (11), Block Two (2); Lots One (1) through Nine (9), inclusive, and Lot Eleven (11), Block Three (3), and Lots One (1) through Seven (7), inclusive, Block Four (4), Spring Valley, an addition to Washington County, Nebraska, as surveyed, platted, and recorded.

1975 SEP 15 AM 9:01

CHARLOTTE L. HETTERER COUNTY CLERK

STATE OF NEBRASKA, COUNTY OF WASHINGTON: SS ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD THIS 15th DAY OF SEP 1975 AT 9:01 O'CLOCK AM AND RECORDED IN BOOK 105 AT PAGE 125 COUNTY CLERK CHARLOTTE L. HETTERER CITY OF WASHINGTON

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 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.
(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 27th day of June 1975

APPEAR

Hoshall E. Thomas

John R. Methvin

Oleta I. Thomas

Kie Methvin Grantor(s)

STATE OF Nebraska COUNTY OF Douglas On this 27 day of June 1975 before me the undersigned, a Notary Public in and for said County, personally came Hoshall E. Thomas & Oleta I. Thomas

STATE OF Nebraska COUNTY OF Douglas On this 27 day of June 1975 before me the undersigned, a Notary Public in and for said County and State, personally appeared John R. Methvin and Kie Methvin, husband and wife,

personally 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.

personally 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.

NOTARY PUBLIC Seal at Omaha, Neb in My Commission expires: May 13, 1979

NOTARY COMMISSION Seal the date above written. My Commission expires: May 13, 1979

Distribution Engineer Date Land Rights and Services Date Recorded in Misc. Book No. at Page No. on the day of 19 Section Township North, Range East Salesman KUHN Engineer SCOTT Est. #82982 W.O. #8298 3 MILES SOUTH OF FT. CAL, NE.

105-72

RIGHT-OF-WAY EASEMENT

Hoshall E. Thomas and Oleta I. Thomas, husband and wife,

We, John R. Methvin and Kie Methvin, 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, 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: Lot One (1) and Lots Three (3) through Ten (10), inclusive, Block One (1); Lots One (1) through Nine (9), inclusive, and Lot Eleven (11), Block Two (2); Lots One (1) through Nine (9), inclusive, and Lot Eleven (11), Block Three (3), and Lots One (1) through Seven (7), inclusive, Block Four (4), Spring Valley, an addition to Washington County, Nebraska, as surveyed, platted, and recorded.

1975 SEP 15 AM 9:01
CHARLOTTE L. HENNER
COUNTY CLERK

1584
STATE OF NEBRASKA, COUNTY OF WASHINGTON
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 15th DAY OF SEPTEMBER, A.D. 1975
AT 9:01 O'CLOCK AM AND RECORDED IN BOOK
105 AT PAGE 72
COUNTY CLERK CHARLOTTE L. HENNER
DUTY

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 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.
- (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 27th day of June, 1975

Hoshall E. Thomas
Oleta I. Thomas
John R. Methvin
Kie Methvin

Hoshall E. Thomas
Oleta I. Thomas Grantor(s)
John R. Methvin
Kie Methvin

STATE OF Nebraska
COUNTY OF Douglas
On this 27 day of June, 1975
before me the undersigned, a Notary Public in and for said County,
personally came Hoshall E. Thomas & Oleta I. Thomas
(Husband & Wife)
personally 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.
Witness my hand and Notarial Seal at Omaha, Neb in said County this day and year last above written.
May 13, 1979
My Commission expires: May 13, 1979

STATE OF Nebraska
COUNTY OF Douglas
On this 27 day of June, 1975
before me the undersigned, a Notary Public in and for said County and State, personally appeared John R. Methvin and Kie Methvin, husband and wife,
personally 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.
Witness my hand and Notarial Seal the date above written.
May 13, 1979
My Commission expires: May 13, 1979

Distribution Engineer Date Land Rights and Services Date
Recorded in Misc. Book No. at Page No. on the day of 19
Section Township North, Range East Salesman KUTN Engineer SCOTT Est. #82982 W.O. # 8298
3 MILES SOUTH OF FT. CAL, NE.