

45-436

FILED FOR RECORD 8-15-72 AT 8:00 A.M. IN BOOK 45 OF Misc Rec. 658
PAGE 436 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY NEB.

EASEMENT

THIS INSTRUMENT, made this 12th day of June, 1972

between Hansen's Lakes Limited hereinafter referred to as Grantor, and OMAHA PUBLIC POWER DISTRICT, a public corporation, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, hereinafter collectively referred to as Grantees,

WITNESSETH:

THAT WHEREAS, Grantor maintains and operates a recreation area known as Hansen's Lakes upon the following described real estate, to wit: The North-east Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and Government Lot Three (G.L.3) of Section Twenty-seven (27); together with that part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-seven (27) and that part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-eight (28); as described in that certain Warranty Deed dated May 5, 1965, and recorded in the Register of Deeds Office, Sarpy County, Nebraska, in Book 141 at Page 434, all in Township Thirteen (13) North, Range Thirteen (13), East of the 6th P.M., Sarpy County, Nebraska, to which it holds fee simple title, and an easement is required over said real estate in favor of Grantees so that Grantees may construct and operate electric and telephone installations necessary to supply such services to this facility.

NOW THEREFORE, in consideration of the Grantees installing said utilities to serve said facility, the Grantor does hereby grant to the Grantees, their successors and assigns, a permanent license, easement and right of way with rights of ingress and egress thereto, to install, erect, lay, maintain, operate, repair, relay and remove, at any time, service line, poles, wires, cables, crossarms, guys and anchors and other instrumentalities and to extend thereon wires 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 facility on the above described real estate, on, over, through, under 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.

TO HAVE AND TO HOLD said easement and right of way unto said Grantees, their successors and assigns.

Grantor covenants that it has good and lawful title to said real estate and will protect the Grantees in the possession and use thereof herein granted.

The Grantor and Grantees further covenant, promise and agree, for themselves, their heirs, successors and assigns, as follows:

1. Grantor, its successors or assigns, agree that it will at no time erect, construct, use or place on or below the surface of said land where said utility installations are constructed, building, structure, or pipeline; except walks or driveways, and that it will not permit anyone else to do so.
2. Grantees agree to 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. Such restorations, repair or replacement shall be performed as soon as may reasonably be possible to do so.
3. It is mutually agreed by and between the parties that relocation of any utility installation or appurtenance constructed hereunder requested by Grantor shall be accomplished by Grantees if reasonably possible, but the expense of so doing to be paid by Grantor, including costs of construction, surveys, recording, and legal fees and other costs incurred.

IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.

D. & S. ENGR. *CPW*
DATE 6-27-72
BY *SAW*
DATE 6/28/72

APPROVED		
ENGR. <i>J. E. Miller</i>	LEGAL DEPT. <i>PK</i>	ACCT. DEPT. <i>E. C. Faye</i>
DATE 6-29-72	DATE 7/20/72	DATE 7/20/72

107 C13470

O.P.D.

HANSON'S LAKES ^{Limited, Limited} INCORPORATED, ^{Partners}
a Nebraska corporation

Harley Richard Hanson
Secretary

James A. Hanson
President

General Partner

General Partner

ATTEST:
J.R. Kestwood
ASSISTANT SECRETARY

NORTHWESTERN BELL TELEPHONE COMPANY
John McLean
DISTRICT ENGINEER

ATTEST:
Robert D. Davis
ASSISTANT SECRETARY

OMAHA PUBLIC POWER DISTRICT
Dolph W. Shaw
Assistant General Manager

STATE OF Nebraska }
COUNTY OF Custer } ss

On this 12th day of June, 19 72, before me the undersigned, a Notary Public in and for said County and State, personally appeared

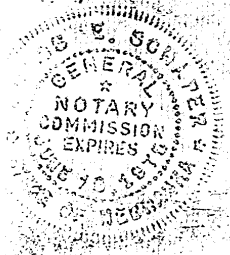
Harley Richard Hanson + James A. Hanson ^{General Partner}
President of Hanson's Lakes Limited,
Incorporated, a Nebraska corporation,

personally to me known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution to be their voluntary act and deed for the purpose therein expressed, and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date above written.

Carlos E. Aragon
Notary Public

My Commission expires on the 18th day of June, 19 75.



J.R. Kestwood
ASSISTANT SECRETARY / ASSISTANT TREASURER