

45-264

ORIGINAL		
SEC. 28	TWP. 13	RGE. 13
ADDRESS:		
ENGR. <i>[Signature]</i>	SLSMN. <i>[Signature]</i>	<i>[Signature]</i>
Cabin Camp		

OPPD Form No. 2-71-4

EASEMENT

THIS INDENTURE, made this 1st day of March, 1972,
 John M. Christlieb and Elizabeth B. Christlieb, husband and wife, and
 between Mark A. Meyer and Jacqualine A. Meyer, husband and wife
 hereinafter referred to as Grantor, and OMAHA PUBLIC POWER DISTRICT, a public corpora-
 tion, and NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, hereinafter collectively
 referred to as Grantees,

WITNESSETH:

extending and operating an existing cabin
 THAT WHEREAS, Grantor is in the process of ~~xxxxxxx~~ and ~~developing~~
 camp ~~xxxxx~~ located upon the following described real estate, to-wit:

The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$); Southeast Quarter
 of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$); the Northeast Quarter of the Southwest
 Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$)
 of Section Twenty-eight (28), Township Thirteen (13) North, Range Thirteen
 (13), East of the 6th P.M., Sarpy County, Nebraska and known as "Chris Lake."

FILED FOR RECORD 5-25-72 AT 8:00^A M. IN BOOK 45 OF Misc Recd
 PAGE 264 Carl L. Hibbeled REGISTER OF DEEDS, SARPY COUNTY, NEB. 625

to which it holds fee simple title, and since it is not intended to dedicate any
 streets, alleys, or public ways for public use, 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 project.

NOW THEREFORE, in consideration of the Grantees installing said utilities to
 serve the said project, the Grantor does hereby grant to the Grantees, their successors
 and assigns, permanent licenses, easements and right of way to erect, lay, maintain,
 operate, repair, relay and remove, at any time, service line, wires, cables, cross-
 arms, 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, includ-
 ing all services of the Grantees to the improvements on the above described real estate,
 on, over, through, under and across, and at all times to enter upon, for said purposes,
 all of the above described real estate, excepting those portions thereof which will be
 occupied by ~~mobile homes~~ and/or other structures, (the terms ~~mobile homes~~ shall not in-
 clude adjacent walks, driveways, parking areas or streets). ~~cabins~~

TO HAVE AND TO HOLD said easement and right of way under 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 under which any such
 utility installations or facilities associated therewith are constructed, any build-
 ing, structure, or pipeline, except walks, streets, parking areas 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, streets, parking areas or driveways which may have been dis-
 turbed 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.

It is mutually agreed by and between the parties that Grantees may extend any
 facilities constructed hereunder from which service to said project is accomplished
 through and beyond said project for service to others beyond said project the same
 as if said facilities were in dedicated streets, alleys or public ways.

3. It is mutually agreed by and between the parties that relocation of any
 utility installation or appurtenance constructed hereunder requested by Grantor or
 made necessary by a change of its development and construction of the project shall
 be accomplished by Grantees if reasonably possible, but the expense of so doing to
 be paid by Grantor, including costs on construction, surveys, recording and legal
 fees and other costs incurred.

[Signature]
 Lic # 016937

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

ATTEST: John M. Christlieb
John M. Christlieb

Elizabeth B. Christlieb
Elizabeth B. Christlieb

Mark A. Meyer
Mark A. Meyer

By Jacqueline A. Meyer
Jacqueline A. Meyer

ATTEST: [Signature]
ASSISTANT SECRETARY

NORTHWESTERN BELL TELEPHONE COMPANY
BY [Signature]
DISTRICT ENGINEER

ATTEST: [Signature]
ASSISTANT SECRETARY

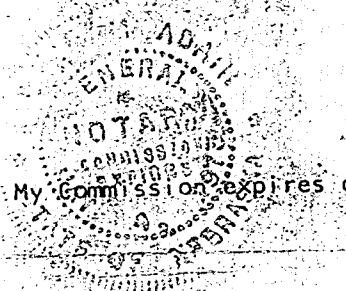
OMAHA PUBLIC POWER DISTRICT
By Ralph W. Shaw
Assistant General Manager

STATE OF NEBRASKA
COUNTY OF Sarpy ss.

On this _____ day of MAR 1 - 1972, 19____, before me the under-
signed, a Notary Public in and for said County and State, personally appeared _____
John M. Christlieb and Elizabeth B. Christlieb, husband and wife, and
Mark A. Meyer and Jacqueline A. Meyer, husband and wife
personally to me known to be the identical person (s) who signed the foregoing instru-
ment 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.

[Signature]
Notary Public



My Commission expires on the 13 day of May, 1973.

C. S. ENGR. J.L.W.
DATE 3-13-72
Dist. Services J.H.
DATE 3/12/72

ENR Sh. G. Mellen
3-15-72

APPROVED
LEGAL DEPT. [Signature]
DATE 3/16/72

ACCT. DEPT. [Signature]
DATE 3/30/72