

10-11-85

Trailer

59-262

E A S E M E N T

THIS INDENTURE, made this 17 day of Oct, 1985,
between Duane H. Munk (Green Acres Owners)
hereinafter referred to as Grantor, and OMAHA PUBLIC POWER DISTRICT, a public corporation, and NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, hereinafter collectively referred to as Grantees,

WITNESSETH:

THAT WHEREAS, Grantor is in the process of constructing and developing a trailer court located upon the following described real estate, to-wit:

Green Acres III, a replat of Hays III Addition and part of the Southeast Quarter (SE $\frac{1}{4}$) of Section One (1), Township Thirteen (13) North, Range Thirteen (13) East of the 6th P.M., Sarpy County, Nebraska.

FILED FOR RECORD 2-10-86 AT 9:00 A.M. IN BOOK 59 OF Maple
PAGE 262 Carl L. Hildebrand REGISTER OF DEEDS, SARPY COUNTY, NEBR.

1200

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, including 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 include adjacent walks, driveways, parking areas or streets).

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 building, structure, or pipeline, except walks, streets, parking areas or driveways, and that it will not permit anyone else to do so.

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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 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.

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.

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

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VOID RECORDED
BOOK 50
PAGE 50
1985 NOV 12 11:04
Carl Hibbel
REGISTER OF DEEDS

Patricia A. Menke
Patricia A. Menke

STATE OF
COUNTY OF

On this _____ day of _____, 19____
before me the undersigned, a Notary Public in and
for said County, personally came _____

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
_____ voluntary act and deed for
the purpose therein expressed.

Witness my hand and Notarial Seal at _____
in said County the day and year
last above written.

My Commission expires: _____
Ret: OPPD Room 401 1623 Harney St. Omaha 68102

Distribution Engineer RLL Date 10-24-85

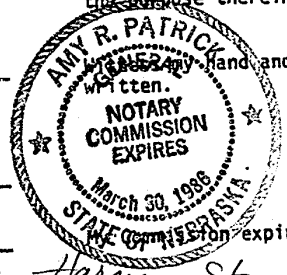
STATE OF NEBRASKA
COUNTY OF SARPY

On this 17th day of October, 1985,
before me the undersigned, a Notary Public in and
for said County and State, personally appeared

Duane H. Menke & Patricia
A. Menke

personally to me 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.

Witness my hand and Notarial Seal the date above
written.



Amy R. Patrick
NOTARY PUBLIC

My Commission expires: March 30, 1988

Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____

Section SE 1/4 1 Township 13 North, Range 13 East
Salesman McCaw Engineer Plummer Est. # 8500603 W.O. # 3429