

59-262

EASEMENT

THIS INDENTURE made this 17 day of Oct, 1985,
between Quinn H. Meek (Green Acres Owners)
hereinafter referred to as Grantor, and OMAHA PUBLIC POWER DISTRICT, a public corpor-
ation, 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.

12.00

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

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).

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.

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It is mutually agreed by and between the parties that Grantees may extend 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.

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.

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 this day and year first above written.

FILED
1985 NOV 12 PM 1:00
Cecil Hebbeler
REGISTER OF DEEDS

Quane H. Menke
Patricia A. Menke

STATE OF
COUNTY OF

STATE OF NEBRASKA
COUNTY OF SARPY

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

On this 17th day of October, 1985, before me the undersigned, a Notary Public in and for said County and State, personally appeared Quane H. Menke & Patricia A. Menke

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 a voluntary act and deed for the purpose therein expressed.

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

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



Hand and Notarial Seal the date above written.

Amy R. Patrick
NOTARY PUBLIC

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

My Commission expires: March 30, 1986

Distribution Engineer RLL Date 10-29-85 Property Management: GDK Date 10/28/85

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

Section SE 1 Township 13 North, Range 13 East

Salesman McCaw Engineer Plummer Est. # 8500608 W.O. # 3429

28510