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THIS INDENTURE, made this 9th day of July . 1970 , between

Melvin Thomas and Rose Thomas, husband and wife, hereinafter referred to as Grantor, and ONAHA PUBLIC POWER DISTRICT, a public corporation, and MORTHWESTERN/BELL/TELEPHONE/CONFANT//4/corporation/ hereinafter collectively referred to as Grantees,

## WITNESSETH:

THAT WHEREAS, Grantor is in the process of constructing and developing an apartment/project located upon the following described real estate, to-wit: a cabin camp

Thomas Lake Number 1, situated in the West One-half (W1/2) of Section Eighteen (18), Township Thirteen (13) North, Range Ten (10), East of the 6th P.M., Saunders County, Nebraska, as surveyed, platted and recorded.

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 telephytes installations necessary to supply such services to this project.

TO HAVE AND TO HOLD said easement and right of way under said Grantees///h///// its 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.
- 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 de 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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