

ORIGINAL

63072

OPPD Form No. 2-71-4

Cabin Camp

BOOK 514 PAGE 647 XXXXX

SEC. _____ TWP. _____ RGE. _____
 ADDRESS: _____
 ENGR. PLATT SI. SMN. CLAUSEN

EASEMENT

THIS INDENTURE, made this 11 day of July, 19 1972,

between JOHN J. PLETTNER & JOEL A. PLETTNER 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:

operating and maintaining a cabin camp

THAT WHEREAS, Grantor is ~~XX~~ located upon the following described real estate, to-wit: A parcel of land in the East half of the Northeast Quarter of Section 7, Township 15, Range 10 East of the 6th P.M., described as follows: Beginning at a point in the East margin of said section and 948.0 feet South of the Northeast corner thereof; thence North 89°52' West a distance of 463.98 feet; thence South 0°45' West a distance of 557.04 feet; thence South 62°14' West a distance of 91.74 feet; thence South 0°52' East a distance of 330.66 feet; thence North 89°28' East a distance of 553.74 feet; thence South 0°0' a distance of 757.02 feet; thence North 89°01' West a distance of 754.38 feet; thence South 86°16' West a distance of 564.30 feet; thence North 0°24' West a distance of 657.36 feet; thence North 0°00' a distance of 927.24 feet; thence North 0°02' East a distance of 864.60 feet; thence South . . . (CONTINUED ON REVERSE SIDE) 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 ~~xxxxxxxxxx~~ and/or other structures, (the terms ~~xxxxxxxxxx~~ 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.
- 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.

C. & S. DATE: <u>7-24-72</u> BY: <u>J.H.</u> TITLE: <u>2/12/72</u>	APPROVED <u>[Signature]</u> LEGAL DEPT. DATE: <u>7/6/72</u>	ACCT. <u>500</u> DATE: <u>7/6/72</u>
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IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.

ATTEST:

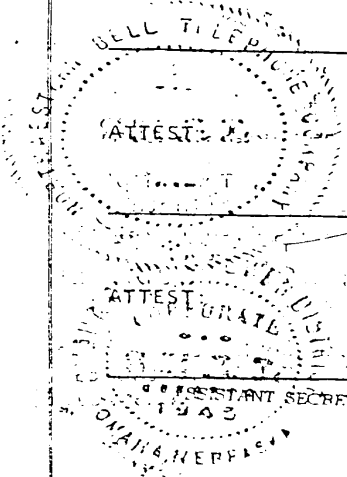
By John J. Plettner
Joel A. Plettner

NORTHWESTERN BELL TELEPHONE COMPANY

By John H. Wilson
DISTRICT ENGINEER

OMAHA PUBLIC POWER DISTRICT

By Ralph W. Mann
SECRETARY

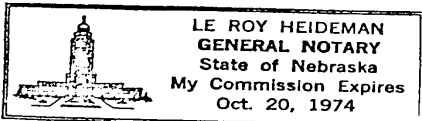


STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 11th day of July, 19 72, before me the undersigned, a Notary Public in and for said County and State, personally appeared John J. Plettner and Joel A. Plettner

personally to me known to be the identical person (s) who signed the foregoing instrument 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.



Le Roy Heideman
Notary Public

My Commission expires on the 20th day of October, 19 72.

(CONTINUED FROM FRONT SIDE) . . . 89°48' East a distance of 435.60 feet; thence South 0°00' a distance of 265.00 feet; thence South 89°48' East a distance of 348.80 feet; thence South 0°00' a distance of 458.00 feet; thence South 89°52' East a distance of 545.00 feet; thence South 0°00' a distance of 25.00 feet to point of beginning. Said parcel containing 52.56 acres be it more or less, in Douglas County, Nebraska.

16. 10 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
DAY OF Oct 19 72 AT 11:24 AM C. HAROLD OSTLER, REGISTER OF DEEDS 625