

**NOTE:** This cancels and supercedes that certain easement dated December 20, 1971 and recorded in Miscellaneous Book 506 at page 191 in the Register of Deeds office, Douglas County, Nebraska.

EASEMENT

THIS INDENTURE, made this 26th day of January, 19 72,

between John J. O'Brien hereinafter referred to as Grantor, and OHAHA PUBLIC POWER DISTRICT, a public corporation, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, hereinafter collectively referred to as Grantees,

**WITNESSETH:**

THAT WHEREAS, Grantor is in the process of constructing a residence upon the following described real estate, to wit:

See Legal Description on Reverse side.

to which it holds fee simple title, and 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 residence.

NOW THEREFORE, in consideration of the Grantees installing said utilities to serve said residence, the Grantor does hereby grant to the Grantees, their successors and assigns, a permanent license, easement and right of way with rights of ingress and egress thereto, to install, erect, lay, maintain, operate, repair, relay and remove, at any time, service line, poles, wires, cables, crossarms, 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 residence on the above described real estate, on, over, through, under and across, a strip of land sixteen feet (16') in width, being eight feet (8') on each side of and parallel to facilities as constructed by Grantees.

TO HAVE AND TO HOLD said easement and right of way unto 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:

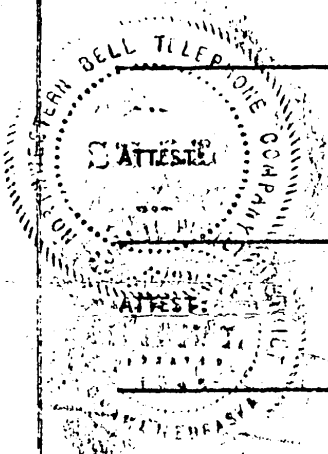
1. Grantor, its successors or assigns, agree that it will at no time erect, construct, use or place on or below the surface of said land where said utility installations are constructed, building, structure, or pipeline, except walks or driveways, and that it will not permit anyone else to do so.
2. 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 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.
3. It is mutually agreed by and between the parties that relocation of any utility installation or appurtenance constructed hereunder requested by Grantor shall be accomplished by Grantees if reasonably possible, but the expense of so doing to be paid by Grantor, including costs of 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.

C. & S. ENGR.	<i>J. L. H.</i>
DATE	1-28-72
BY	<i>[Signature]</i>
THRU ENGR.	<i>[Signature]</i>
DATE	1-31-72

APPROVED					
ENGR. DEPT.	<i>J. L. Miller</i>	LEGAL DEPT.	<i>PV</i>	ACCT. DEPT.	<i>[Signature]</i>
DATE	2-1-72	DATE	2/9/72	DATE	2-9-72

JAN 17 1972



John J. O'Brien  
Grantors

NORTHWESTERN BELL TELEPHONE COMPANY

John H. O'Brien  
DISTRICT ENGINEER

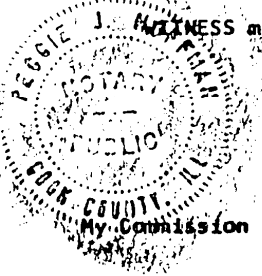
OMAHA PUBLIC POWER DISTRICT

Ralph W. Shaw  
Assistant General Manager

STATE OF Illinois )  
COUNTY OF Cook ) ss

On this 26th day of January, 19 72, before me the undersigned, a Notary Public in and for said County and State, personally appeared John J. O'Brien

personally to me known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution to be his voluntary act and deed for the purpose therein expressed.



WITNESS my hand and Notarial Seal the date above written.

Peggie J. Wilson  
Notary Public

My Commission expires on the 26th day of August, 19 72.

LEGAL DESCRIPTION

All that part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 6 T15N R12E of the 6th P.M., Douglas County, Nebraska lying East of the Big Papillion Drainage Ditch described as follows: Beginning at the East  $\frac{1}{4}$  corner of the said Section 6; thence S  $89^{\circ} 39' 30''$  West on the South line of said Southeast  $\frac{1}{4}$ , 533.00 feet to the centerline of said Big Papillion Drainage Ditch; thence N  $19^{\circ} 21' 39''$  W on the centerline of said Big Papillion Drainage Ditch, 1402.81 feet to a point on the North line of said Southeast  $\frac{1}{4}$ ; thence N  $89^{\circ} 36' 15''$  E on the North line of said Southeast  $\frac{1}{4}$  1000.00 feet to the Northeast corner of said Southeast  $\frac{1}{4}$ ; thence S  $0^{\circ} 05' 0''$  W on the East line of said Southeast  $\frac{1}{4}$ , 1327.21 feet to the point of beginning. (Containing 23.347 acres more or less).

18.