

BK 62

ORIGINAL

may affect L14, 19, 20; all Southern lots in 31-17-13

RIGHT OF WAY PERMIT No. 42

EASEMENT

THIS INDENTURE, made this 30 day of June, 1973 between 9:24

WM. F. SOHN, M.D. and JUNE Y. SOHN, husband and wife

hereinafter referred to as Grantor, and OMAHA 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:

Tax Lot Forty-three (T.L. 43), being a part of the Southwest Quarter (SW 1/4) of Section Thirty-one (31), Township Seventeen (17) North, Range Thirteen (13), East of the 6th P.M., Washington County, Nebraska.

State of Nebraska County of Washington: SS 1472 Entered in Numerical Index and filed for record this 5th day of September A.D., 1973 at 9:24 A.M. and recorded in book X at page 62. Charlotte L. Peterson County Clerk Elizabeth McF Deputy

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 lines, 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.

WM F Sohn

June Y Sohn

Grantors

NORTHWESTERN BELL TELEPHONE COMPANY

S B Butler

[Signature]

RIGHT OF WAY ENGR.

ENGINEERING SUPERVISOR

ATTEST:

OMAHA PUBLIC POWER DISTRICT

[Signature]

Ralph J Shan

Assistant General Manager

STATE OF Nebraska COUNTY OF Douglas

On this 30 day of June, 1973, before me the undersigned, a Notary Public in and for said County and State, personally appeared W F Sohn M D & June Y Sohn

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

WITNESS my hand and Notarial Seal the date above written.

[Notary Seal and Signature]

My Commission expires on the Nov 17 day of 1973

RECORDED BY: J. K. Miller DATE: 6-26-73 APPROVED BY: J. K. Basie DATE: 6-3-73 ACTION DEPT. DATE: 8/3/73

C. & S. ENGR. DATE: 8/14/73 TRANS. ENGR. DATE: 6/26/73

SEC. 31 T17 R13 SALES-KRAMOLISCH ENGR WBP HWY 73 + WASHINGTON/DOUGLAS COUNTY LINE EST. 47265 WO 8069