

17-15-10

SEC. _____	TWP. _____	RGE. _____
ADDRESS: _____		
ENGR. _____		
CLSMN. _____		

East of Plat 1878/704

BOOK 513 PAGE 193

EASEMENT

THIS INDENTURE, made this 22nd day of June, 1972,

between VALLEY VIEW, INC. 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:

Robert A. Slabaugh, Lessee from the

THAT WHEREAS, Grantor is in the process of constructing a residence upon the following described real estate, to wit: Part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seventeen (17), Township Fifteen (15) North, Range Ten (10), East of the 6th P.M., Douglas County, Nebraska and described as follows: Commencing at a point 1,241.0 feet North of and 399.5 feet East of the Southwest corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section Seventeen (17); thence N2 $^{\circ}$ 00'E for 208.0 feet to the point of beginning; thence S88 $^{\circ}$ 00'W for 15 feet; thence Northwesterly on a curve to the left whose radius is 125.0 feet and whose chord is 103.25 feet and bears N54 $^{\circ}$ 38'W; thence N49 $^{\circ}$ 32'E for 384.1 feet; thence S44 $^{\circ}$ 00'E (SEE BELOW) 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.

(CONTINUED). . .for 275.0 feet; thence S17 $^{\circ}$ 13' East for 100.0 feet; thence S88 $^{\circ}$ 00'W for 415.0' to the point of beginning.

C. S. S. _____

APPROVED		
ENGR. DEPT. _____	LEGAL DEPT. _____	_____
DATE _____	DATE _____	_____

ATTEST:

VALLEY VIEW, INC.

J. Melaschuk

Fred P. Curtis

Grantors

ATTEST:

NORTHWESTERN BELL TELEPHONE COMPANY

[Signature]
District Engineer (Outstate)

ATTEST:

OMAHA PUBLIC POWER DISTRICT

[Signature]

STATE OF Nebraska

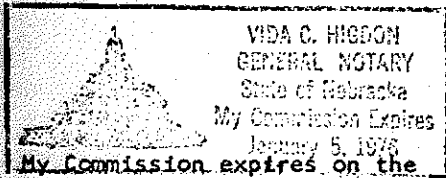
COUNTY OF Douglas

ss

On this 22nd day of June, 19 72, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fred P. Curtis

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.



Vida C. Higdon
Notary Public

My Commission expires on the _____ day of _____, 19 _____.

7 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
15 DAY OF August 19 72 AT 10:00 AM M. C. HAROLD OSTLER, REGISTER OF DEEDS 625