

THIS INSTRUMENT, made this 9th day of December, 1971, between

AUGUST DEVELOPMENT CO., a Nebraska corporation, and AUGUST MOON ASSOCIATES, a partnership 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

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

A tract of land in the North 1/2 of the SE 1/4 of Section 33 and South 1/2 of the NE 1/4 of said Section 33 all in Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of the NW 1/4 of said SE 1/4 of Section 33; thence S 89°56'20" W (Assumed bearing) along the South line of said North 1/2 of the SE 1/4 of Section 33, a distance of 812.96 feet to a point on the Easterly right-of-way line of Interstate Highway #680; thence N 01°47'30" E, along said Easterly right-of-way line of Interstate Highway #680, a distance of 275.29 feet; thence N 07°25'06" E, along said Easterly right-of-way line of Interstate Highway #680, a distance of 905.50 feet; thence N 73°14'12" E, along said Easterly right-of-way line of Interstate Highway #680, a distance of 172.17 feet;....(CONTINUED AT BOTTOM)

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 in 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 rights of way to erect, lay, maintain, operate, repair, relay and remove, at any time, service line, 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 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 apartment structures and/or garages in accordance with the existing Planned Unit Development Plan which has been heretofore approved by the City Council of the City of Omaha, (the terms apartment house structures shall not include adjacent walks, driveways, parking areas or streets), and excepting those portions which may hereafter be occupied by a swimming pool and bathhouse, the specific location thereof to be hereafter agreed upon between the parties.

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.

(CONTINUED FROM ABOVE)....thence N 00°25'43"W, along said Easterly right-of-way line of Interstate Highway #680 extended, a distance of 132.50 feet; thence N 89°58'10" E, a distance of 555.30 feet; thence S 00°02'00" E, a distance of 1354.63 feet to a point on said South line of the North 1/2 of the SE 1/4 Section 33; thence S 89°56'20" W, along said South line of the North 1/2 of the SE 1/4 of Section 33, a distance of 32.50 feet to the Point of Beginning.