

Affects 3rd borough

NWB
32073
RAW PERMIT
No. 195

79-247
EASEMENT

ORIGINAL
Apartment

BOOK 529 PAGE 63

THIS INDENTURE, made this 6th day of June, 1973, between Life Investors-Pedersen, a joint venture 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,

THAT WHEREAS, Grantor is in the process of constructing and developing an apartment project located upon the following described real estate, to-wit: A part of Lot 222, Center Park, a subdivision located in the NE $\frac{1}{4}$ of Section 34, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the point of intersection of the Northeasterly right of way line of 160th Avenue and the Southeasterly right of way line of Elm Street; thence N54 $^{\circ}$ 50'00"E, (assumed bearing) along said Southeasterly right of way line of Elm Street a distance of 12.00 feet; thence Northeasterly, along said Southeasterly right of way line of Elm Street, on a curve to the right with a radius of 532.00 feet, a distance of 151.66 feet; thence N71 $^{\circ}$ 10'00"E, along said Southeasterly right of way line of Elm Street, 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 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 a strip of land ten feet (10') in width, being five feet (5') on each side of and parallel to facilities to be constructed, 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 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 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 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 Grantor extend any facilities constructed hereunder from which service to said project is accomplished the and beyond said projects 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.

IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.

ATTEST:
[Signature]
Secretary

LIFE INVESTORS-PEDERSEN, a joint venture
By [Signature]
Pedersen Construction Company
President

ATTEST:
[Signature]

NORTHWESTERN BELL TELEPHONE COMPANY
By [Signature]
ENGINEER
OMAHA PUBLIC POWER DISTRICT

ATTEST:
[Signature]
RIGHT OF WAY ENGINEER
ASSISTANT SECRETARY

By [Signature]

signed,
me
above
said
last

15"W,
measured);
56 feet
thence
t,
"W, 513.17
thence
"E, 106.97
of said
1) to the

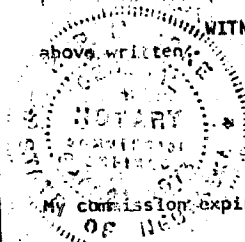
8-14-12
Compared
Fee 650
7-14-12

1/23

On this 6 day of June, 19 73, before me the undersigned,

a Notary Public in and for said County personally came Marvin A. Penson,
 President of Pennepack Corporation, a corporation, to me
 personally known to be the President and the identical person whose name is affixed to the above
 conveyance and acknowledged the execution thereof to be his voluntary act and deed as such
 officer and the voluntary act and deed of said corporation and that the Corporate Seal of said
 corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, in said County the day and year last
 above written.



Marvin A. Penson
 Notary Public

My commission expires the 21st day of September, 19 73.

Description continued from front side..... a distance of 198.73 feet, to the point
 of intersection of said Southeasterly right of way line of Elm Street and the South-
 erly right of way line of 160th Street and Elm Street; thence Southeasterly along
 said Southerly right of way line of 160th Street and Elm Street, on a curve to the
 left with a radius of 427.00 feet, a distance of 304.06 feet, said curve having a
 long chord which bears S42°35'21"E, a distance of 297.68 feet; thence S27°00'40"W,
 a distance of 80.20 feet; thence S41°50'00"W, a distance of 45.00 feet; thence
 S33°40'00"E, a distance of 174.00 feet; thence N56°00'00"E, a distance of 25.00
 feet; thence S33°40'00"E, a distance of 165.00 feet; thence S46°50'00"W, a distance
 of 82.00 feet; thence S43°10'00"E, a distance of 50.00 feet; thence S46°50'00"W,
 a distance of 117.00 feet, to a point on said Northeasterly right of way line of
 160th Avenue; thence along said Northeasterly right of way line of 160th Avenue
 on the following described courses; thence N43°10'00"W, a distance of 350.00 feet;
 thence Northwesterly, on a curve to the right with a radius of 1407.00 feet, a
 distance of 196.44 feet; thence N35°10'00"W, a distance of 300.00 feet, to the point
 of beginning.

522 M.A.

RECORDED

JUN 5 11 00

C. HAROLD DOSTER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA }
 Douglas County }
 Entered in Numerical Index and filed for
 Record in the office of the Register of Deeds
 of said County and recorded in Book 529
 of Public Page 63

C. Harold Doster
 REGISTER OF DEEDS

By J. L. Wagner Deputy
 MAIL APPD
 N 79-747 G-P.N.-PG
 Compared Fee 0.25

APPROVED: _____
 SECTION: 34 TOWNSHIP: 15 RANGE: 11 SASSMAN: Kirby CHG: Rokicki
 ADDRESS: 160th & Elm
 LOCAL DEPT: 9th Precinct COUNTY DEPT: Larry E. Jorg
 DATE: 6-7-73 DATE: 6-7-73