

EASEMENT

Apartment

OPPD Form No. 2-713

THIS INDENTURE, made this 28 day of October, 1971, betweenJack Moritz Investments Inc., a Nebraska corporationhereinafter 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:

Lots One (1) through Fifteen (15), inclusive; Part of Lot Sixteen (16); Lots Seventeen (17) through Twenty-two (22), inclusive; and vacated portions of Birch and Pinkney Street in Maple Heights, as surveyed, platted and recorded in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Nine (9), Township Fifteen (15) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska.

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, 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.

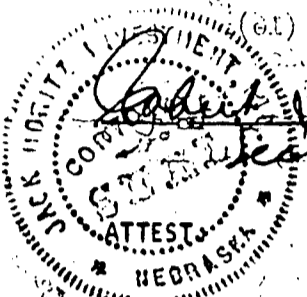
Grantor and grantee covenant, promise and agree that the rights of easement created herein refer and apply exclusively to an underground electrical system.

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:

JACK MORITZ INVESTMENTS INC.,
a Nebraska corporation



By John J. Moritz
President

NORTHWESTERN BELL TELEPHONE COMPANY



By John Miller
DISTRICT ENGINEER

OMAHA PUBLIC POWER DISTRICT

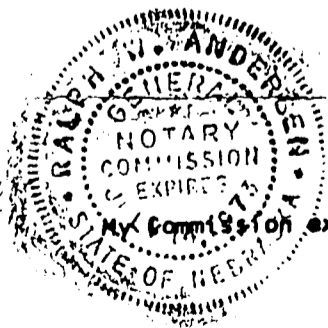
By Ralph Shaw
Assistant General Manager

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 27th day of October, 19 71, before me the undersigned, a Notary Public in and for said County personally came John J. Moritz, President of Jack Moritz Investments, Inc.

(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 the said corporation was thereto affixed by its authority.

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



Ralph W. Andersen
Notary Public

My Commission expires the 14 day of July, 19 73

C. S. ENGR. J.H.W.
DATE 10-28-71
DISTRICT ENGR. [Signature]
DATE 11-1-71

APPROVED
LEGAL DEPT. [Signature]
DATE 11/10/71
DATE 11/11/71

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
31 DAY OF January 19 72 AT 10:12A M. C. HAROLD OSTLER, REGISTER OF DEEDS 11.50