

EASEMENT

THIS INDENTURE, made this 21st day of December, 19 71,

between Brook Park Development, 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,

WITNESSETH:

Commercial
THAT WHEREAS, Grantor is in the process of constructing and developing a ~~Trailer~~ ^{Area} located upon the following described real estate, to-wit: That part of Section 10, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the center of said Section 10; thence N 2° 02' W on the West line of the NE $\frac{1}{4}$ of said Section 10, 300.0 feet; thence N 87° 58' E, 50.0 feet to the true point of beginning; thence N 2° 02' W on a line 50.0 feet east of and parallel to the West line of the NE $\frac{1}{4}$ of said Section 10, 394.0 feet; thence N 87° 58' E, 187.0 feet; thence N 2° 02' W, 120.0 feet; thence S 87° 58' W, 187.0 feet; thence N 2° 02' W on a line 50.0 feet East of and parallel to the West line of the NE $\frac{1}{4}$ of said Section 10, 185.15 feet to a point of curve; thence on a curve to the left (Radius being 2,965.0 feet) an arc distance of 355 feet; thence N 9° 0' 50" E, 385.08' to a point on the West right of way line of the Little Papillion Creek as improved, thence S 14° 01' 12" E, 764.58 feet to a point on a curve (SEE 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. ^{underground}

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 right of way to erect, lay, maintain, operate, repair, relay and remove, at any time, service line, wires, cables, cross-arms, 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 ~~buildings, structures, parking areas or streets~~ ^{structures, parking areas or streets}

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.

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.

4. (Over)

C. & S. ENGR. J. L. J.
 DATE 1-6-72
 ENGR. J. L. J.
 DATE 1-7-72

ENGR. DEPT. J. L. J.
 DATE 1-10-72

APPROVED
 LEGAL DEPT. TV
 DATE 1-13-72

ACCT. DEPT. E. C. Papi
 DATE 1-17-72

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

ATTEST:

Willis G. Farrington
 Brook Park Development, a joint venture

J. Fredrick Schmitt
 ATTEST: J. F. Schmitt
 ASSISTANT SECRETARY

By Willis G. Farrington

NORTHWESTERN BELL TELEPHONE COMPANY

By John H. Olson
 DISTRICT ENGINEER

OMAHA PUBLIC POWER DISTRICT

By Ralph Shivers
 Assistant General Manager

ATTEST: J. F. Schmitt
 ASSISTANT SECRETARY
 STATE OF NEBRASKA)
) ss.
 COUNTY OF Douglas)

On this 21st day of December, 1971, before me the undersigned, a Notary Public in and for said County and State, personally appeared

J. Fredrick Schmitt and Willis G. Farrington

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

WITNESS my hand and Notarial Seal the date above written.

GERTRUDE KELLEY
 GENERAL
 NOTARY
 COMMISSION
 EXPIRES
 FEB. 26, 1972
 STATE OF NEBRASKA

Gertrude Kelley
 Notary Public

My Commission expires on the 26th day of December, 1972.

LEGAL DESCRIPTION CONTINUED: to the left, Radius being 373.18 feet, an arc distance of 272.26 feet; thence S2° 21' E, 128.42 feet; thence S 87° 56' W, 664.24 feet to the point of beginning. Except That part of the NE¼ of Section 10, T 15 N, R 12 E, of the 6th P.M. Douglas County, Nebraska, described as follows: Beginning at a point which is East 65.40 feet and N 7° 22' W, 13.80 feet from the Northwest corner of the SW¼ of the NE¼ of said Section 10; thence S 7° 22' E, 150.0 feet; thence N 82° 38' E, 150.0 feet; thence N 7° 22' W, 150.0 feet; thence S 82° 38' W, 150.0 feet to the point of beginning. (The North line of the SE¼ of the NW¼ of said Section 10 assumed East - West in direction.)

4. It is mutually agreed by and between the parties that locations of all utility installation will be placed only where mutually agreed upon in plan form by both parties prior to the actual installation. W.F.