

43-240

EASEMENT

THIS INDENTURE, made this 26 day of JAN, 1970, between

CHAS. C. SMITH AND NELLIE M. SMITH,  
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:  
Lot Twelve Hundred Forty-two (1242); the North Ninety-five feet (95') of Lot Twelve Hundred Forty-three (1243); the South Eighty-one and nine tenths feet (81.9') of Lot Twelve Hundred Forty-five (1245); Lot Twelve Hundred Forty-six (1246); Twelve Hundred Forty-seven (1247); Twelve Hundred Forty-eight (1248); Twelve Hundred Eighty-four (1284); Twelve Hundred Eighty-five (1285); and Twelve Hundred Eighty-six (1286), all in LaVista, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

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, 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 all telephone and telegraph message service 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.

FILED FOR RECORD JAN 27 1970 AT 9 A.M. IN BOOK 43 OF Minor Rec.

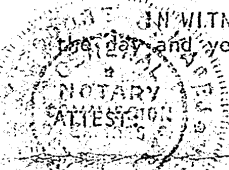
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3. It is mutually agreed by and between the parties that relocation of any utility installation or appurtenance constructed hereunder requested by Grantor or made necessary by a change of its development and construction of the project shall be accomplished 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.

Theodore J. Madig

By Charles C. Smith  
Nellie M. Smith

ATTEST:

NORTHWESTERN BELL TELEPHONE COMPANY

Jack

By John H. Olson  
DISTRICT ENGINEER

ATTEST:

OMAHA PUBLIC POWER DISTRICT

Clara D. Madig  
NOTARY PUBLIC SECRETARY

By Burton W. Shaw  
Assistant General Manager

STATE OF Nebraska )  
COUNTY OF Sarav ) ss.

On this 28th day of January, 19 70, before me the undersigned, a Notary public in and for said County and State, personally appeared Charles C. Smith and Nellie M. Smith, husband and wife personally known to be the identical person(s) who signed the foregoing instrument as grantor(s) 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.

Theodore J. Madig  
Notary Public

My Commission expires Oct 25-72

APPROVED  
ENGR. H. E. Miller DATE 2-3-70  
ADCT. EC DATE 6-8-70  
ENGR. R. T. A. DATE 2-2-70