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ORIGINAL BOOK 508 PAGE 47

OPPD Form No. 11-71-3

SEC. _____	TWP. _____	RG. <u>Apartment</u>
ADDRESS: _____		
ENCR. _____	SLSMN. _____	

EASEMENT

THIS INDENTURE, made this 17 day of December, 1971, between PEPPERTREE APARTMENTS, LTD., a limited 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:

Lots 7 through 18 inclusive, Block 2, Country Club Manor II, an addition to Douglas County, Nebraska, as surveyed, platted and recorded, together with that portion of vacated 64th Street, being within said Block 2 and North of North line of Redick Street.

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 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.

<b>APPROVED</b>	
<u>Sh. E. McClellan</u>	LEGAL DEPT. <u>SC</u>
DATE <u>12-22-71</u>	DATE <u>11/3/72</u>
	ARCT. DEPT. <u>SC</u>
	DATE <u>1-17-72</u>

G. & S. ENCR.	<u>0177</u>
DATE	<u>12/20/71</u>
ENCR. ENCL.	
DATE	

BOOK 598 PAGE 48

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:

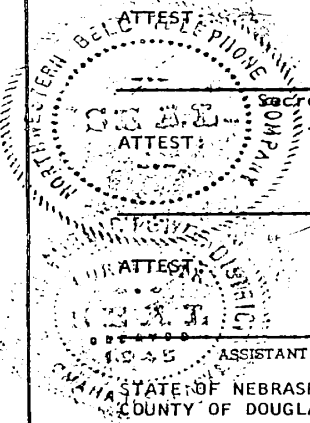
1. Grantor, its successors or assigns, agree that it will at no time erect, construct, use or place on or below the surface of said land under which any such utility installations or facilities associated therewith are constructed, any building, structure, or pipeline, except walks, streets, parking 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.

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



PEPPERTREE APARTMENTS, LTD.  
a limited partnership

BY L. Vernon Cagle  
General Partner

NORTHWESTERN BELL TELEPHONE COMPANY

BY John A. Olson  
DISTRICT ENGINEER

OMAHA PUBLIC POWER DISTRICT

BY Ralph J. Shaw  
Assistant General Manager

Secretary

ASSISTANT SECRETARY

ASSISTANT SECRETARY

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

On this 17 day of December, 1971, before me the undersigned, a Notary Public in and for said County personally came L. Vernon Cagle General Partner, ~~President~~ of Peppertree Apartments, Ltd. a limited partnership, to me personally known to be the ~~owner~~ 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 ~~partner~~ and the voluntary act and deed of said ~~corporation~~ and that the corporate seal of said corporation was ~~therein~~ affixed by its authority.

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

John A. Olson  
Notary Public

My Commission expires the 7 day of July, 19 73

14. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
16 DAY OF March 19 72 AT 12:37 P.M. G. HAROLD OSTLER, REGISTER OF DEEDS 9.00