

EASEMENT

41-669

THIS INDENTURE, made this 10 day of Sept, 1969, between

Archie Suhl

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 a trailer apartment project located upon the following described real estate, to-wit:

Parts of Tax Lots 1A1 and 1B, being situated in the Northeast Quarter (NE1/4) of Section One (1), Township Thirteen (13) North, Range Thirteen (13), East of the 6th P.M., Sarpy County, Nebraska.

RECORDED IN SARPY COUNTY NEB. Oct 30, 1969 AT 9 O'CLOCK A.M.

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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, install, operate, repair, relay and remove, at any time, service line wires, cross arms, poles 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 Council of the City of Omaha. (The terms apartment house structures shall not include swimming walks, driveways, parking areas or streets), and excepting those portions thereof hereafter to be occupied by a swimming pool and bathhouse, the specific areas of the real estate to be hereafter agreed upon between the parties.

TO HAVE AND TO HOLD said easement and right of way under said conditions to the 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 hereinafter 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 and constructed, any building, structure, or pipeline, except walks, streets, parking areas or driveways, 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 contours 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 their liability for said facilities constructed hereunder from which service to said project is to be furnished through and beyond said project for service to other beyond said project shall be the same as if said facilities were in dedicated to public use or public utility.

APPROVED	
ENGR. DEPT. <u>H. E. Miller</u>	LEGAL DEPT. <u>[Signature]</u>
DATE <u>10-22-69</u>	DATE <u>10-22-69</u>

41-670.

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 of 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.

APPS
1st 3rd Party
L. G. H. H. H.

By Arthur J. Subl

By Mary L. Subl

By _____

NORTHWESTERN BELL TELEPHONE COMPANY

By John H. Olson

OMAHA PUBLIC POWER DISTRICT

By Ralph W. Shaw

ATTEST



Mary

Nebr
County of Sarpy ss.

On this 10 day of Sept, 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Arthur J. and Mary L. Subl, husband and wife to me known personally 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 purposes therein expressed.

WITNESS my hand and Notarial Seal the date above written.



Carly Cleary
Notary Public

My Commission expires on the 1 day of July, 1973.

State of Nebr
COUNTY OF Sarpy ss.

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

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

WITNESS my hand and Notarial Seal the date above written.

Notary Public

My Commission expires on the _____ day of _____, 19____.