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EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana Limited Partnership, having its principal office at Merchants Plaza, 15th Floor, 115 W. Washington, Indianapolis, Indiana 46204 and CONSTRUCTION DEVELOPERS, INCORPORATED, an Arkansas Corporation (hereinafter <sup>collectively</sup> referred to as "Grantors"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed does hereby GRANT, BARGAIN, SELL and CONVEY unto the U.S. WEST COMMUNICATIONS, INC., a Colorado corporation, its successors and assigns, having a business address at 100 South 19th Street, Omaha, Nebraska 68102 (hereinafter called "Grantee"), subsurface easements over, upon, under and across the real estate ("Easement Areas") located in Omaha, Douglas County, Nebraska, and more particularly described as follows, to wit:

[See legal descriptions and drawings attached hereto and incorporated herein as Exhibits "MU-11", "MU-14, and "MU-15"]

for the purpose of laying, installing, constructing, maintaining, repairing, operating, inspecting, altering, replacing and removing subsurface electrical lines, wires and cables, which are used to serve customers who conduct business on lands of Grantor.

It is understood and agreed that the easements granted herein are subsurface easements only and are solely for the purpose of granting to the Grantee easements to lay, install, construct, maintain, repair, operate, inspect, alter, replace and remove said lines, wires and cables beneath the surface of the Easement Areas, except that Grantee shall have the right to excavate and perform necessary work upon the surface of the Easement Areas as and when required to install, repair, replace and remove such lines, wires and cables. Grantee shall not erect, install or maintain any lines, pipes, conduits, fixtures, equipment, structures or improvements on the surface of the Easement Areas.

10/29/88

Grantee's lines and conduits shall be buried to such a depth below the surface so as not to interfere with the permissible use of the surface of the Easement Areas by Grantor, its successors, assigns or tenants, which depth shall be a minimum of thirty inches (30").

Grantee shall have the right to ingress and egress over, upon and across the driveways and roadways located on the surface of the lands owned by Grantor upon and within the boundaries of which the Easement Areas are located, for purposes of access to the Easement Areas. If Grantee damages any such driveways and roadways, it shall, at its sole cost and expense, promptly restore the driveways and roadways to the same condition which existed prior to such damage.

Grantor may, without the prior written consent of Grantee, erect or maintain permanent structures or improvements upon the surface of the Easement Areas, but will do so in such a way as to cause no material interference with Grantee's use and enjoyment of the easements herein granted. Grantor expressly reserves the right to pave the surface of the Easement Areas with porous asphaltic or other suitable hard surface paving material, and to use the same for the parking of motor vehicles and for driveways, roadways and sidewalks, and for other purposes which will not materially interfere with Grantee's full use and enjoyment of the easement rights hereby granted.

If the surface of the Easement Areas is disturbed by Grantee at any time, and from time to time by the installation, repair, maintenance, removal, replacement or other work in connection with said lines, wires and cables, Grantee at its sole cost and expense, shall promptly repair and restore the surface of the Easement Areas to the same condition which existed immediately prior to any such disturbance, including, without limitation, any and all necessary repairs and replacements of pavement which may be removed and excavated by Grantee in the course of doing any such work within the Easement Areas. Any work done by Grantee upon or within the Easement Areas at any time and from time to time shall be done at such time and in such a manner as will cause a minimum of interference with the business being conducted by Grantor, its

tenants, successor or assigns, in the shopping center and upon its land surrounding and adjoining the Easement Areas, but nothing herein contained shall prevent or prohibit the Grantee from performing any of its work during normal and customary business hours. If any such work must be conducted ~~in or~~ near any of the buildings located in such shopping center or land, Grantee shall give the occupant thereof at least seventy-two (72) hours prior notice of such work, except in the event of an emergency (which shall mean an event which threatens imminent danger to persons or property) in which case Grantee shall give Grantor such notice as is reasonably practicable under the circumstances. H  
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The Grantee shall, at the request of the Grantor, at any time, and from time to time, remove its lines, wires, cables and other facilities from all or any portion of the Easement Areas, and release and quitclaim all or any portion of the easements to the Grantor, provided that the Grantor furnish Grantee a substantially equivalent easement which will permit the continuation of utility service to Grantor on the same terms as herein at another location on Grantor's said land, and provided further such relocation of the lines, wires and cables shall be at the sole cost and expense of the Grantor.

The Grantor hereby reserves the right to grant easements to other utilities or services, and to tenants or owners of portions of the Shopping Center, which easements may traverse, intersect, transect or otherwise lie within or beneath the surface of the Easement Areas. Any such subsequent easements traversing, intersecting, transecting or otherwise lying within or beneath the surface of the Easement Areas, shall not interfere with the continuing use of the easements granted hereunder. Grantor agrees to use reasonable efforts to give Grantee prior notice and opportunity to locate and mark its cables or lines before other parties conduct work in the Easement Areas.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted shall be used by Grantee for the express purposes of laying, installing, constructing,

installing, repairing, maintaining, operating, inspecting, altering, replacing and removing the lines, wires, and cables of Grantee herein described and permitted below the surface of the Easement Areas, but subject to all liens, encumbrances, restrictions, prior easements and other matters of record. Provided, however, notwithstanding anything to the contrary herein contained, the rights and easements herein granted shall be released and vacated by Grantee upon cessation by Grantor, its successors, assigns and tenants, of the use of its land surrounding and adjoining the easement areas as a shopping center.

Grantee shall indemnify, defend and hold harmless the Grantor and its successors and assigns from and against all loss, cost, damage, expense, liability, claims, demands, actions and cause of actions arising out of or resulting from Grantee's or its officers', employees', contractors', subcontractors', or agents' negligent acts or omissions in connection with the laying, installation, construction, maintenance, operation, inspection, repairing, alteration, replacement and removing of said lines, wires and cables by Grantee, including, without limitation, any and all claims and actions for personal or bodily injury, including death to any person, and damage to the property of any party or person.

It is agreed that this grant covers all of the agreements between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this agreement.

BOOK 1019 PAGE 199

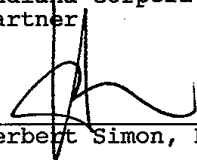
IN WITNESS WHEREOF, Grantor and Grantee have executed this conveyance this 21<sup>st</sup> day of May, 1992.

GRANTORS

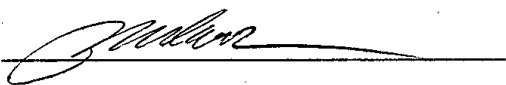
CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana Limited Partnership

BY: CENTER-SIMON RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana Limited Partnership, General Partner

BY: CS RETAIL DEVELOPERS, INC., an Indiana Corporation, General Partner


By:   
Herbert Simon, President

CONSTRUCTION DEVELOPERS, INCORPORATED, an Arkansas corporation

By: 

GRANTEE

U.S. WEST COMMUNICATIONS, INC., a Colorado corporation

BY: 

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Herbert Simon, President of CS RETAIL DEVELOPERS, INC., an Indiana corporation and general partner of CENTER-SIMON RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership and a general partner of CENTER ROAD RETAIL DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership, which executed the foregoing instrument for and on behalf of said Limited Partnerships.

1992. WITNESS my hand notarial seal this 21<sup>st</sup> day of May,

DARLENE E. GARVEY, Notary Public  
County of Residence: Johnson  
My Commission Expires: Jan. 18, 1994

Darlene E. Garvey  
Notary Public

STATE OF NEBRASKA )  
 ) SS:  
COUNTY OF DOUGLAS )

Before me, a Notary Public in and for said County and State, personally appeared Raymond L. Tassin and \_\_\_\_\_, to me personally known as the Engineer Right of Way and \_\_\_\_\_ of U.S. WEST COMMUNICATIONS, INC., a Colorado corporation, who executed the foregoing instrument for and on behalf of said corporation by authority of its corporate practices.

1992. WITNESS my hand and notarial seal this 25<sup>th</sup> day of June,



Daniel D. Walsh  
Notary Public

~~This document was prepared by:  
Rebonna Hansen, Esq.  
Melvin Simon & Associates, Inc.  
P.O. Box 7033  
Indianapolis, Indiana 46207~~

~~After recording this document shall be returned to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

with a copy to:  
Rebonna Hansen, Esq.  
Melvin Simon & Associates, Inc.  
P.O. Box 7033  
Indianapolis, Indiana 46207

STATE OF ARKANSAS )  
COUNTY OF Pulaski ) SS:

On this 21 day of May, 1992, before me, the undersigned, a Notary Public in and for said State and County of Jefferson personally came James E. Daw, Jr., to me personally known to be the Vice President of CONSTRUCTION DEVELOPERS, INCORPORATED, an Arkansas Corporation, and the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal this 21 day of May, 1992.



Marie Whiteaker  
Notary Public  
My Commission expires: 1-13-2002

This document was prepared by:  
Rebonna Hansen, Esq.  
Melvin Simon & Associates, Inc.  
P.O. Box 7033  
Indianapolis, Indiana 46207

After recording this document shall be returned to:  
Martin I. Beck, Esq.  
Greenspan, Kramer & Timenbaum  
180 N. LaSalle, Suite 2700  
Chicago IL 60601

with a copy to:  
Rebonna Hansen, Esq.  
Melvin Simon & Associates, Inc.  
P.O. Box 7033  
Indianapolis, Indiana 46207



UTILITY EASEMENT FOR  
METROPOLITAN-UTILITIES DISTRICT  
OMAHA PUBLIC POWER DISTRICT  
U.S. WEST COMMUNICATION  
COX CABLE OMAHA, INC.

## LEGAL DESCRIPTION OF PERMANENT UTILITY EASEMENT:

A tract of land being part of Lots 1, 2, 4, 5, 6, and 14 in Oak View, a Subdivision located in the West half (W1/2) of Section 36, Township 15 North, Range 11 East, 6th P.M., Douglas County, Nebraska and more particularly described as follows:

A 15 foot wide strip of land located along the Westerly and Northerly right-of-way (R.O.W.) line of Oak View Drive and a line parallel to and 15 feet perpendicular distance right of said right-of-way line extended or shortened to intersect lot lines, said Westerly and Northerly right-of-way line of Oak View Drive being described as follows: Beginning at the most Northerly corner of Lot 5 of said Oak View Subdivision; thence Southeasterly on a curve to the left with a radius of 650.76 feet, a chord of 79.14 feet bearing S26°18'26"E, (assumed bearing), and an arc length of 79.20 feet to a point of tangency; thence S29°47'37"E, a distance of 57.64 feet; thence Southeasterly on a tangent curve to the left with a radius of 340.00 feet, a chord of 75.52 feet bearing S36°10'10"E and an arc length of 75.67 feet; thence S42°32'44"E, a distance 240.99 feet; thence Southeasterly on a tangent curve to the right with a radius of 550.00 feet, a chord of 387.15 feet bearing S21°56'18"E and an arc length of 395.63 feet; thence S01°19'52"E, a distance 996.15 feet; thence Southwesterly on a tangent curve to the right with a radius of 310.00 feet, a chord of 267.34 feet bearing S24°12'44"W and an arc length of 276.41 feet; thence S49°45'20"W, a distance of 133.41 feet; thence Southwesterly on a tangent curve to the right with a radius of 280.00 feet, a chord of 192.65 feet bearing S69°52'40"W and an arc length of 196.67 feet; thence Due West, a distance of 458.89 feet; thence Northwesterly on a tangent curve to the right with a radius of 260.00 feet, a chord of 141.54 feet bearing N74°12'19"W and an arc length of 143.34 feet; thence N58°24'38"W, a distance of 315.67 feet; to the point of termination, being the most Southerly lot corner of said Lot 6; containing 1.226 acres more or less.

Together with the following adjacent strip of land described as follows: Beginning at the said most Southerly lot corner of Lot 6; thence N58°24'38"W, 114.55 feet along the said Northerly (R.O.W.) line of Oak View Drive; thence Northwesterly along the said Northerly (R.O.W.) line of Oak View Drive on a tangent curve to the left, with a radius of 340.00 feet, a chord of 100.05 feet bearing N66°52'16"W, and an arc length of 100.41 feet; thence N55°03'58"E, 19.40 feet; thence Southeasterly on a tangent curve to the right with a radius of 355.00 feet, a chord of 92.01 feet, bearing S65°51'22"E and an arc length of 92.27 feet; thence

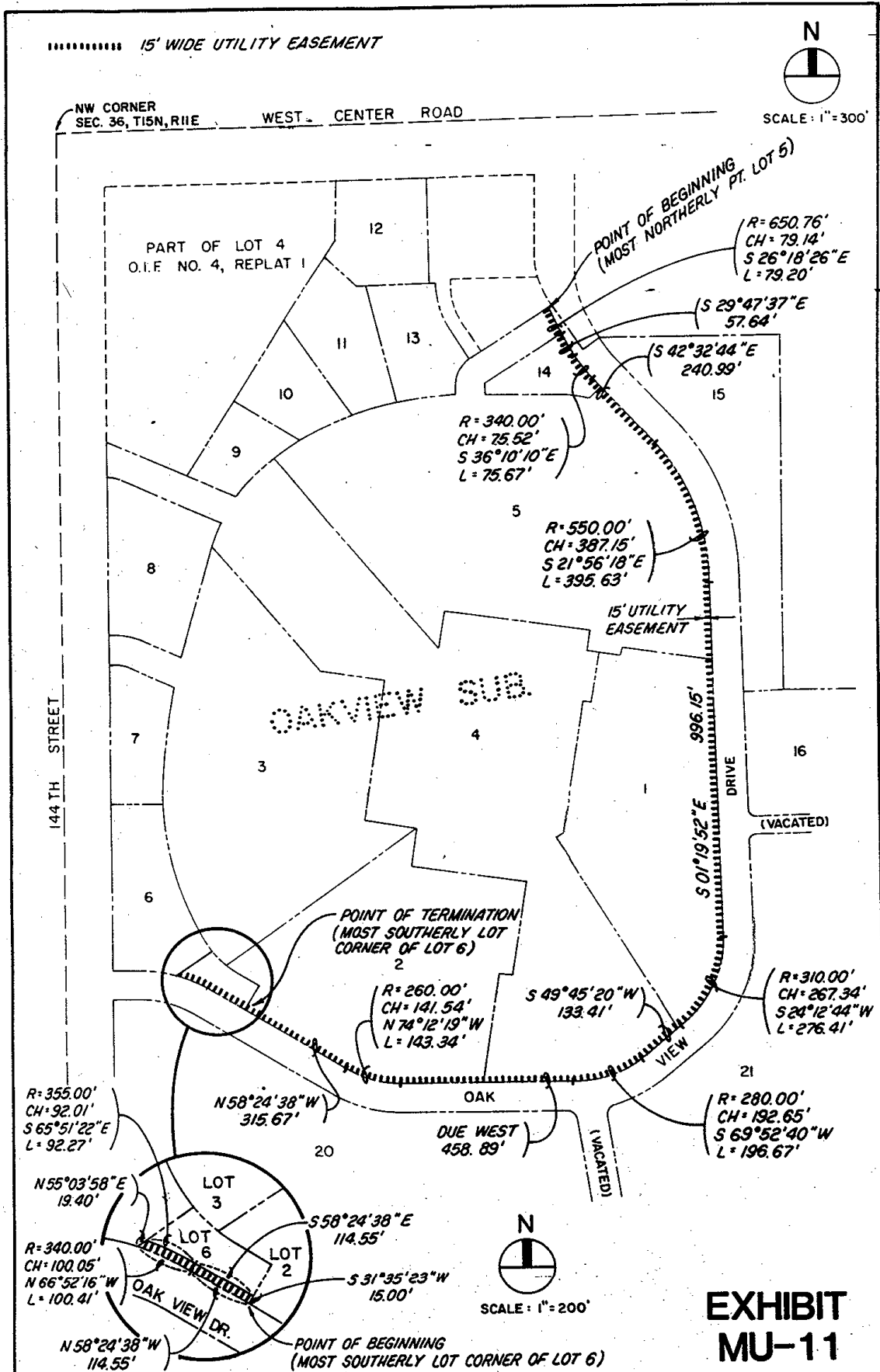
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S58°24'38"E, 114.55 feet to the Easterly lot line of said Lot 6;  
thence S31°35'23"W, 15.00 feet along the said Easterly lot line  
of Lot 6 to the Point of Beginning containing 0.0726 acres more  
or less. Total of both areas equal 1.298 acres more or less.

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**EXHIBIT  
MU-11**

PLATE 1/2	DATE 2-21-92 K.M.A. NO. B910334	TITLE MULTI-USE EASEMENT PROJECT OAK VIEW SUBDIVISION
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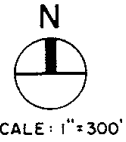
**KIRKHAM,  
MICHAEL  
AND ASSOCIATES**  
ARCHITECTS  
ENGINEERS  
PLANNERS

## LEGAL DESCRIPTION

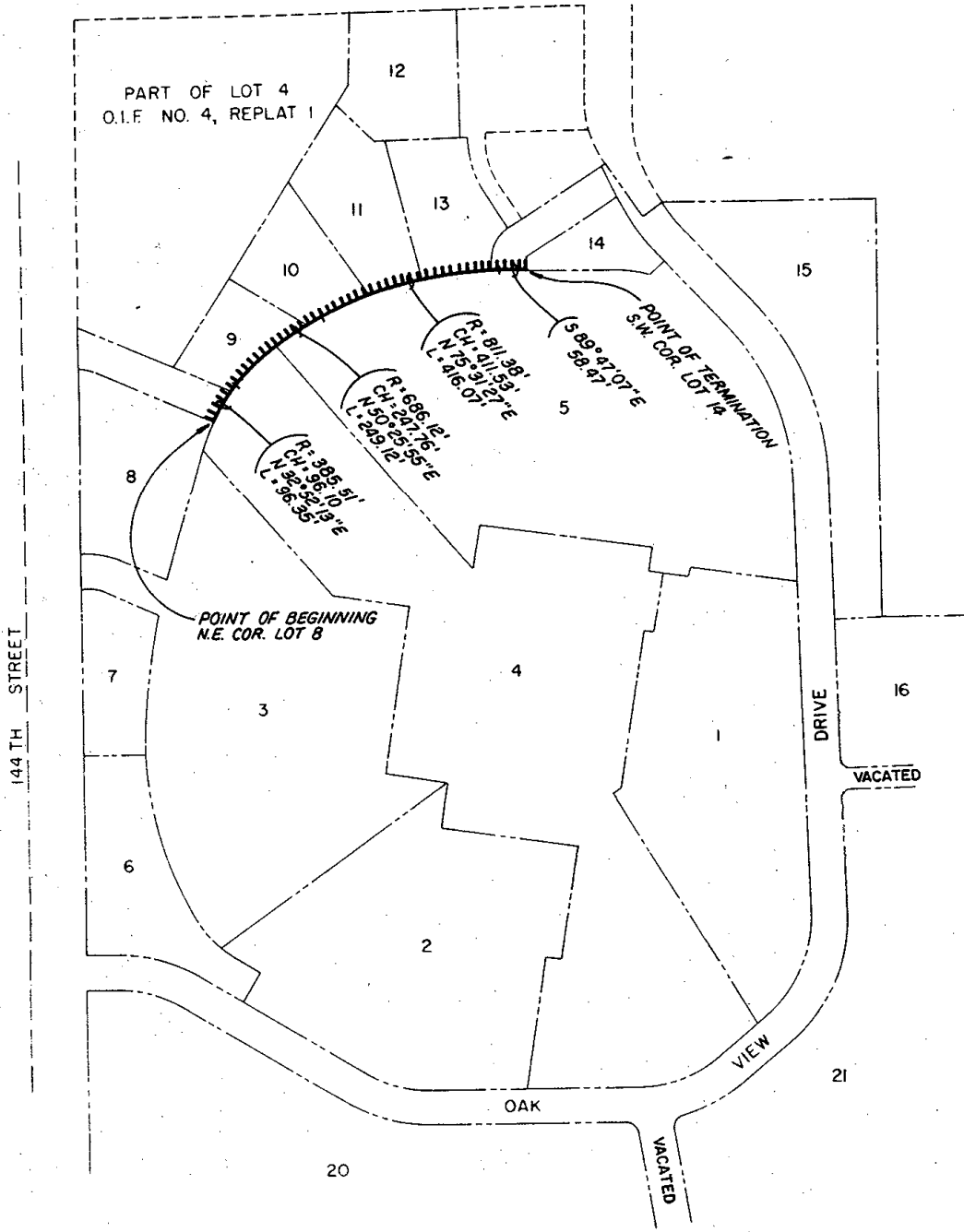
PERMANENT MULTI-USE UTILITY EASEMENT FOR  
METROPOLITAN UTILITIES DISTRICT  
OMAHA PUBLIC POWER DISTRICT  
U.S. WEST COMMUNICATIONS  
OAK VIEW

An easement tract being part of Lots 4, 5, 9 thru 11 and 13, in Oak View, a Subdivision located in the West half (W1/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows:

A 25 foot strip of land lying within said Lots 4, 5, 9 thru 11 and 13, being "LEFT" of parallel, adjacent and extended or shortened to intersecting lot lines, to the following described line: Beginning at the Northeast corner of Lot 8, said Oak View Subdivision; thence Northeasterly on curve to the right, said curve having a radius of 385.51 feet, a long chord of 96.10 feet bearing  $N32^{\circ}52'13''E$  and a arc length of 96.35 feet to a point of compound curvature; thence Northeasterly along the Southeasterly lot line of said Lots 9 and 10, on a curve to the right, said curve having a radius of 686.12 feet, a long chord of 247.76 feet bearing  $N50^{\circ}25'55''E$  and an arc length of 249.12 feet to a point of compound curvature; thence Northeasterly along the Southeasterly lot line of said Lots 10, 11 and 13 and an Easterly continuation of such line of said Oak View Subdivision, on a curve to the right, said curve having a radius of 811.38 feet, a long chord of 411.53 feet bearing  $N75^{\circ}31'27''E$ , and an arc length of 416.07 feet to a point of tangency; thence  $S89^{\circ}47'07''E$  along the Westerly extension of the Southerly line of Lot 14, a distance of 58.47 feet to the Point of Termination; said point being the Southwest corner of said Lot 14; The total area of the tract is 0.479 acres, more or less.



WEST CENTER ROAD



**LEGEND**

..... 25' WIDE UTILITY EASEMENT

**EXHIBIT MU-14**

PLATE 1/2	DATE 2-26-92 K.M.A. NO. B910334	TITLE MULTI-USE EASEMENT PROJECT OAK VIEW SUBDIVISION
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**KIRKHAM,  
MICHAEL  
AND ASSOCIATES**  
ARCHITECTS  
ENGINEERS  
PLANNERS

Exhibit MU-15  
5-1-92  
Plate 2/2

LEGAL DESCRIPTION  
MULTI-USE EASEMENT FOR  
U.S. WEST AND COX CABLE OMAHA INC.  
OAK VIEW MALL

An easement for telephone line and cable t.v. line purposes located in part of Lots 5 and 14, Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows:

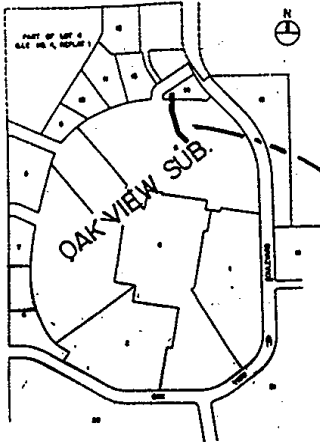
Commencing at the southwest corner of said Lot 14; thence S89°47'07"E (assumed bearing), 32.46 feet along the southerly lot line of said Lot 14 to the true Point of Beginning; thence S15°31'33"E, 54.11 feet; thence S26°31'45"E, 273.50 feet; thence S39°17'37"E, 61.67 feet; thence S70°38'19"E, 43.10 feet; thence S29°55'43"E, 9.35 feet; thence S81°17'29"E, 25.60 feet; thence N29°55'43"W, 32.75 feet; thence N70°38'19"W, 44.91 feet; thence N39°17'37"W, 53.82 feet; thence N26°31'45"W, 269.34; thence N15°31'33"W, 88.39 feet; thence S56°45'17"W, 21.00 feet; thence S15°31'33"E, 29.81 feet to the Point of Beginning; containing an area of 9608 square feet more or less.

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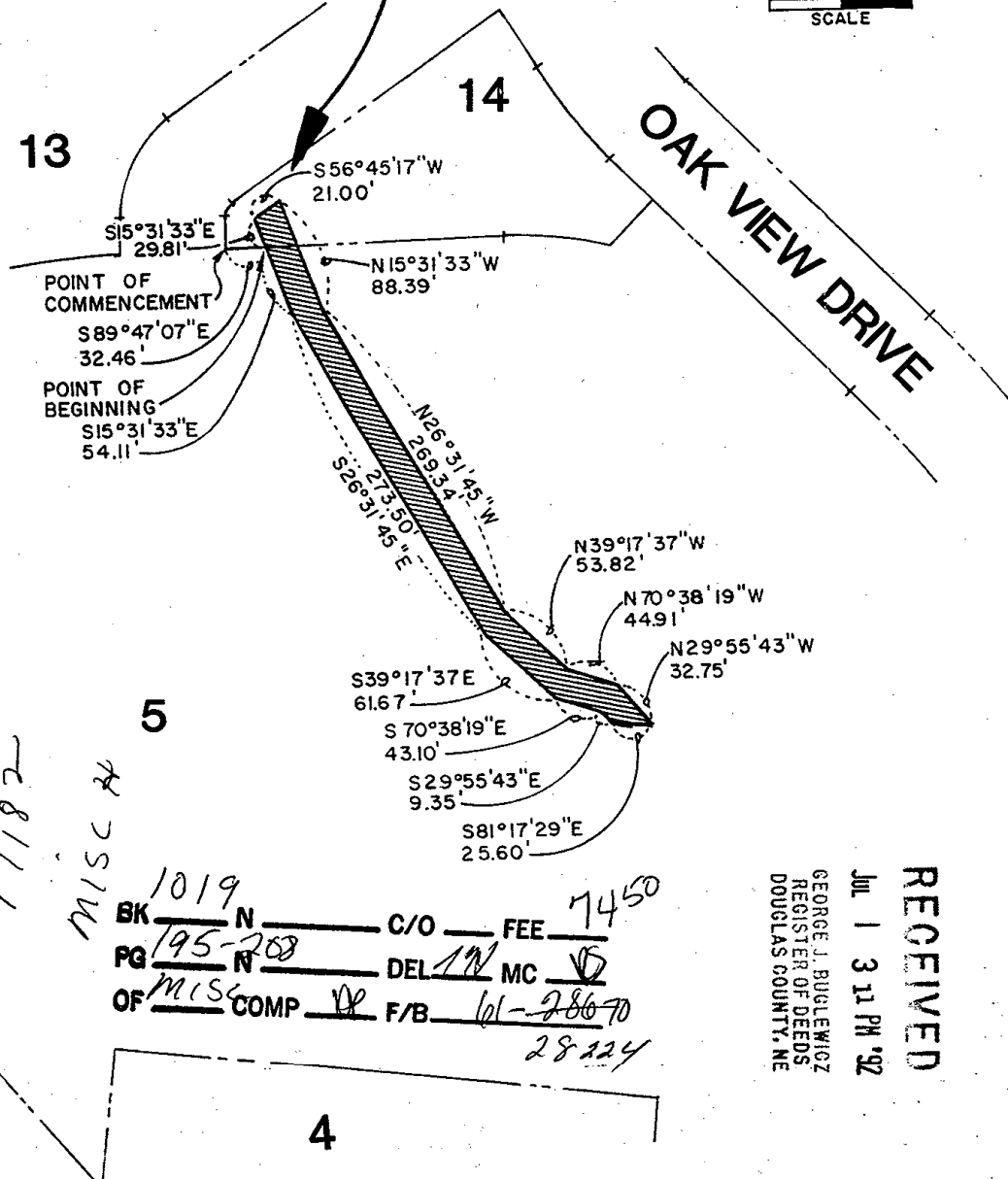
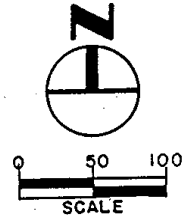
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# EXHIBIT MU-15

BOOK 1019 PAGE 208



LOCATION MAP



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**RECEIVED**  
 JUL 1 3 11 PM '92  
 GEORGE J. BUGLEWICZ  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NE

PLATE 1/2	DATE 5-1-92 K.M.A. NO. B910334	TITLE TELEPHONE & CABLE TV EASE PROJECT OAK VIEW SUB.	<b>KMX</b> KIRKHAM, ARCHITECTS MICHAEL ENGINEERS AND ASSOCIATES PLANNERS
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