

EASEMENT

Apartment

OPPD Form No. 2-71-3

THIS INDENTURE, made this 24 day of November, 1971, between
LLOYD E. AND ROSEMARY PETTEGREW, husband and wife
ROBERT P. AND GINGER K. PETTEGREW, husband and wife
 hereinafter referred to as Grantor, and OMAHA PUBLIC POWER DISTRICT, a public cor-
poration, and NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, hereinafter collec-
 tively 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 #1 to #7 inclusive, Block #3, Miracle Hills, a subdivision in Douglas 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, cables, crossarms,
 guys and anchors and other instrumentalities and to extend thereon wires for the carry-
 ing and transmission of electric current for light, heat and power and for the trans-
 mission 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 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 build-
 ing, 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 dis-
 turbed for any purpose hereunder as near as may be. Such restorations, repair or re-
 placement 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.

DATE	11-30-71
DIST. ENGR.	SPD
DATE	12-1-71

APPROVED		
ENGR. DEPT.	LEGAL DEPT.	AC. I. L.
<u>Th. B. Miller</u>	<u>[Signature]</u>	<u>E.C. Page</u>
DATE	DATE	DATE
12-2-71	12-20-71	12/30/71

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.

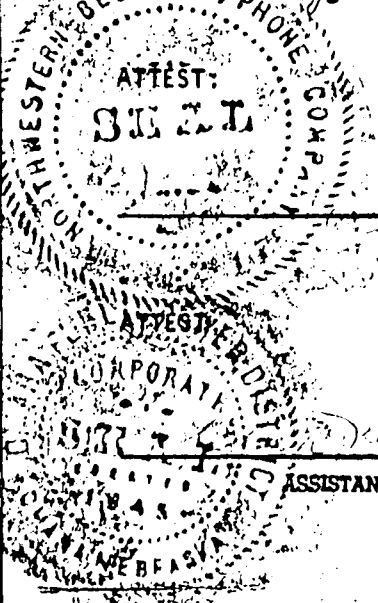
IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.

XXXXXX Lloyd R. Pettegrew
Lloyd R. Pettegrew

Robert P. Pettegrew
Robert P. Pettegrew

Rosemary Pettegrew
Rosemary Pettegrew

Ginger K. Pettegrew
Ginger K. Pettegrew



ATTEST:
[Signature]
ASSISTANT SECRETARY

NORTHWESTERN BELL TELEPHONE COMPANY
By [Signature]
DISTRICT ENGINEER

OMAHA PUBLIC POWER DISTRICT
By [Signature]
Assistant General Manager

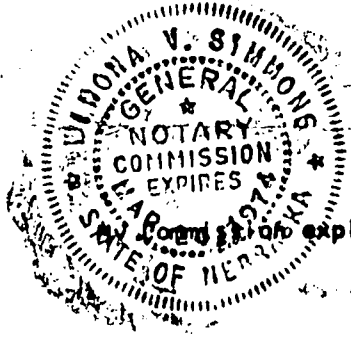
STATE OF Nebraska } ss.
COUNTY OF Douglas

On this 24 day of November, 1971, before me the undersigned, a Notary Public in and for said County personally came Lloyd R. and Rosemary Pettegrew, husband and wife and Robert P. and Ginger K. Pettegrew, husband and wife

~~the President 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 officer and the voluntary act and deed of said corporation and that the corporate seal of the said corporation was thereto affixed by its authority.~~

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

Virginia V. Simmons
Notary Public



My Commission expires the 24 day of March, 1974.