

N W B
R/W PERMIT
No. 350

EASEMENT

ORIGINAL 47-284
Apartment

Fully Released
at 49-367
+ 49-375

THIS INSTRUMENT, made this 31 day of June, 1974, between

Charles G. & 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:
A tract of land located in the SW $\frac{1}{4}$ of Section 35, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of said SW $\frac{1}{4}$ of Section 35; thence S00°10'50"W, (assumed bearing, along the East line of said SW $\frac{1}{4}$ of Section 35, a distance of 1314.42 feet, to the point of intersection of said East line of the SW $\frac{1}{4}$ of Section 35 and the Northwesterly right-of-way line of the Chicago, Rock Island and Pacific Railroad; thence S22°36'26"W, along said Northwesterly right-of-way line of the Chicago, Rock Island and Pacific Railroad, a distance of 502.75 feet; thence N67°23'34"W, a distance of 317.00 feet, (CONTINUED ON REVERSE SIDE) 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 ~~to be constructed on the above described real estate~~, (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 unto 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 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 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.

ATTEST:

X Charles G. & Nellie M. Smith
Secretary

ATTEST:

X Charles G. & Nellie M. Smith
Grantor

ATTEST: R/W & LIAISON COORDINATOR

X Charles G. & Nellie M. Smith
ASSISTANT SECRETARY

By

X Robert J. Smith
President

NORTHWESTERN BELL TELEPHONE COMPANY

By

X Robert J. Smith
ENGINEERING SUPERVISOR

OMAHA PUBLIC POWER DISTRICT

By

X Lloyd C. Shalla
Assistant General Manager

036703

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 21 day of June, 1974, before me the undersigned,

a Notary Public in and for said County personally came Charles E. Smith & wife
President of Smith & Smith, a corporation, to me personally known to be the President and the identical person whose names are 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 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.



L. B. LUDWIG
GENERAL NOTARY, State of Nebr.
My Commission Expires
August 12, 1976

L. B. Ludwig
Notary Public

My commission expires the 12 day of Aug, 1976.

CONTINUED FROM FRONT: . . . to the Point of Beginning; thence continuing N67°23'34"W, a distance of 725.89 feet; thence N22°08'01"W, a distance of 522.13 feet, to a point on the Southerly right-of-way line of proposed Huntington Parkway; thence Southeasterly, along said Southerly right-of-way line of proposed Huntington Parkway, on a curve to the right with a radius of 565.29 feet, a distance of 113.80 feet, said curve having a long chord which bears S82°34'06"E, a distance of 113.61 feet; thence Northeasterly, along said Southerly right-of-way line of proposed Huntington Parkway, on a curve to the left with a radius of 243.60 feet, a distance of 381.76 feet, said curve having a long chord which bears N58°18'02"E, a distance of 343.88 feet; thence S69°31'17"E, a distance of 168.47 feet; thence S89°49'10"E, a distance of 247.6 feet; thence N45°10'50"E, a distance of 14.14 feet; thence S39°49'10"E, a distance of 45.56 feet; thence S44°49'10"E, a distance of 45.56 feet; thence S00°10'50"W, a distance of 45.56 feet; thence S45°10'50"W, a distance of 53.00 feet; thence S00°10'50"W, a distance of 110.00 feet thence S89°49'10"E, a distance of 47.00 feet; thence S00°10'50"W, a distance of 114.00 feet; thence S89°49'10"E, a distance of 142.00 feet; thence S00°10'50"W, a distance of 135.00 feet; thence N89°49'10"W, a distance of 128.85 feet; thence S00°10'50"W, a distance of 251.53 feet; thence N89°49'10"W, a distance of 51.00 feet; thence S00°10'50"W, a distance of 153.00 feet, to the point of beginning.

FILED FOR RECORD 5-21-74 AT 8:43 A M. IN BOOK 47 OF Miss Recs
PAGE 284 Carl L. Hibbler REGISTER OF DEEDS, SAPPY COUNTY, NEB 625

ENGR. W. E. Waller DATE 2-20-74
APPROVED: _____
Dist. Engr. _____ Date _____ W.O. _____
C & S Engr. _____ Date _____ Est. _____
Section 2 Township 14 Range 2 Saleman _____
Address _____

SOUTH OF HWY #370 & EAST OF 84TH ST.