

OPPD Form No. 11-71-3

SEC 4	TWP 13	RGE 13	Apartment
ADDRESS: 29TH & CAPE HART			
ROAD - BELLEVUE			
ENGR. JONES SLEMAN, VALLIER			

EASEMENT

THIS INDENTURE, made this 25 day of February, 1972, between

JOHN J. MORITZ; DONALD MULICK AND WESTDALE CONSTRUCTION CO.

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 Three (3), Five (5) and Six (6), Southdale Square, a subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded.

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PAGE 401 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY NEB. 625

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.

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.

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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:

WESTDALE CONSTRUCTION CO.

Sharon J. Moritz  
Secretary

By John J. Moritz  
President

John J. Moritz  
John J. Moritz

Donald C. Mulick  
Donald Mulick

ATTEST:

NORTHWESTERN BELL TELEPHONE COMPANY

[Signature]  
ASSISTANT SECRETARY

By John H. Olson  
DISTRICT ENGINEER

ATTEST:

OMAHA PUBLIC POWER DISTRICT

[Signature]  
SECRETARY

By Stanley K. Shaw  
Assistant District Manager

DATE	3-1-72
DATE	3-3-72

APPROVED		
<u>[Signature]</u>	LEGAL	<u>[Signature]</u>
DATE 3-3-72	DATE 3/1/72	DATE 3/30/72

CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

On this 25th day of February, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John J. Moritz and Donald Mulick 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 purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

[Signature]  
Notary Public

My Commission expires on the 17th day of August, 1972.

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

On this 25th day of February, 1972, before me, the undersigned, a Notary Public in and for said County and State, appeared John J. Moritz and [Signature] to me personally known, who being by me duly sworn, did say that they are [Signature] President and [Signature] Secretary respectively of Westdale Construction Co (a Corporation); that the Seal affixed to said instrument is the Seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.

WITNESS my hand and Notarial Seal the date above written.

[Signature]  
Notary Public

My Commission expires on the 17th day of August, 1972.

NOTARY PUBLIC  
STATE OF NEBRASKA  
COUNTY OF DOUGLAS