

RIGHT OF WAY PERMIT
No. 6

EASEMENT

THIS INDENTURE, made this 20 day of March, 19 73, between

WEDGEWOOD TOWNHOMES, INC., a Nebraska corporation

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:
That part of the SW $\frac{1}{4}$ of Section 20, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the Southwest corner of said SW $\frac{1}{4}$; thence N0 $^{\circ}$ 16'50"E (assumed bearing) on the West line of said SW $\frac{1}{4}$, 622.03 feet; thence N89 $^{\circ}$ 31'44"E, 50.00 feet to a point on the East right-of-way line of 120th Street, said point being the point of beginning; thence N0 $^{\circ}$ 16'50"E on the East right-of-way line of 120th Street (said right-of-way line being 50.00 feet East of and parallel to the West line of said SW $\frac{1}{4}$) 1027.96 feet to a point on the South line of Meadow Lane 2nd Addition, a subdivision as surveyed, platted and recorded (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 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 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:

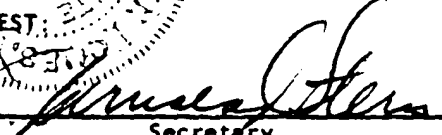
1. Grantor, its successors or assigns, agree that it will at no time erect, construct, use or place on or below the surface of said land which any such utility installations or facilities associated therewith are constructed, any building, structure, or pipeline, except walks, streets, parking areas or driveways, and that it will not permit anyone else to do so.

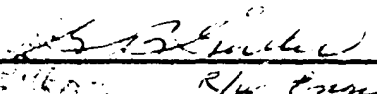
2. Grantees agree to restore the surface of the soil excavated for any purpose hereunder, to the original contour thereof as near as may be and to repair or replace the surface of any walks, streets, parking areas or driveways which may have been disturbed for any purpose hereunder as near as may be. Such restorations, repair or replacement shall be performed as soon as may reasonably be possible to do so.

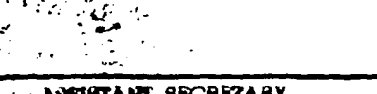
It is mutually agreed by and between the parties that Grantees may extend any facilities constructed hereunder from which service to said project is accomplished through and beyond said project the same as if said facilities were in dedicated streets, alleys or public ways.

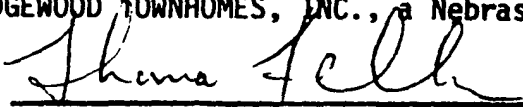
3. It is mutually agreed by and between the parties that relocation of any utility installation or appurtenance constructed hereunder requested by Grantor or made necessary by a change of its development and construction of the project shall be accomplished by Grantees if reasonably possible, but the expense of so doing to be paid by Grantor, including costs on construction, surveys, recording and legal fees and other costs incurred.

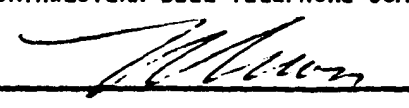
IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.

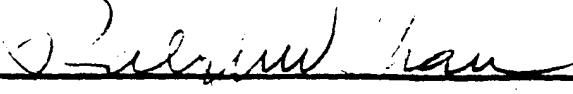
ATTEST:

Secretary

ATTEST:

Assistant Secretary

ATTEST:

Assistant Secretary

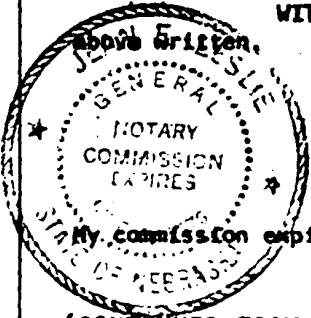
WEDGEWOOD TOWNHOMES, INC., a Nebraska corporation
By 
President

NORTHWESTERN BELL TELEPHONE COMPANY
By 
PLANNING ENGINEER

OMAHA PUBLIC POWER DISTRICT
By 
Assistant General Manager

On this 30 day of April, 19 73, before me the undersigned,
 a Notary Public in and for said County personally came Thomas H. Johnson
 President of Johnson & Johnson, Inc., a corporation, to me
 personally known to be 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 said
 corporation was thereto affixed by its authority.

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



[Signature]
 Notary Public

My commission expires the _____ day of _____, 19 _____

(CONTINUED FROM FRONT SIDE) . . . in Douglas County, Nebraska thence N89°34'20"E on the
 South line of said Meadow Lane 2nd Addition extended 997.64 feet; thence S0°0'04"W on
 the extended West line of Block 4, Meadow Lane Addition, a subdivision as surveyed,
 platted and recorded in Douglas County, Nebraska, 1027.15 feet; thence S89°31'44"W on
 a line 622.00 feet North of and parallel to the South line of said SW¼, 1002.67 feet to
 the point of beginning.

20-15-12

By [Signature] Deputy
20-15-12 C.P.M.
 Feb [Signature]

U. F. [Signature] Officer
 525 of [Signature]
 417

RECEIVED
 10/3 AUG - 9 AM 10:14
 [Signature]

	APPROVED	DATE
LEGAL DEPT.	[Signature]	7/5/73
ENGR. DEPT.	[Signature]	5/2/73
ADDD. DEPT.	[Signature]	7/4/73

APPROVED:

Dist. Eng. [Signature] Date 5/2/73 W.O. _____
 C & S Eng. [Signature] Date 5/7/73 Est. _____

Section 20 Township 15 Range 12 Saleman Sykora Est. Woodhead
 Address _____ Est/47127

OK [Signature]