

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2002-29846

2002 AUG -6 P 1:39 PM

Sharon J. Dowling

REGISTER OF DEEDS

Counter am

Verify [Signature]

D.E. [Signature]

Proof sm

Fee \$ 25.50

Ck Cash Chg

6882

RECORDED REQUESTED BY AND WHEN RECORDED RETURN TO:

Kutak Rock LLP
Attn: Trent A. Johnson, Esq.
717 17th Street, Suite 2900
Denver, CO 80202

Rock (E)

GRANT OF EASEMENT

Attachment 1 to

U S WEST VIDEO PROGRAMMING AND BROADBAND SERVICES

AGREEMENT

THIS GRANT OF EASEMENT is made effective as of December 21, 1999, by Tiburon View Apartments Limited Partnership ("GRANTOR"), the fee owner or duly authorized agent of the fee owner of certain real property located in SARPY County, Nebraska and commonly known as Tiburon View Apartments and located at 16901 Oakmont Drive, Omaha, Nebraska, including improvements of 60 dwelling units plus any units added or constructed in the future, (the "PROPERTY"), the legal description of which is attached hereto as Exhibit "A" and incorporated herein by this reference as though fully set forth, to U S WEST Communications, Inc. ("GRANTEE") for good and valuable consideration the adequacy and receipt of which are hereby acknowledged.

A. VIDEO PROGRAMMING AND BROADBAND SERVICES AGREEMENT.

GRANTOR and GRANTEE have entered into a Video Programming and Broadband Services Agreement of even date herewith (the "AGREEMENT") which provides for the design, installation, operation and delivery of multichannel video programming, broadband services, and information services (the "SERVICES") by GRANTEE on the PROPERTY. Reference is hereby made to the Agreement for additional rights and obligations of the parties. The terms of the Agreement are incorporated herein by reference.

B. EASEMENT.

GRANTOR hereby grants GRANTEE, its successors and assigns, an irrevocable easement in gross across, under, over, and in the PROPERTY for use in delivery of the SERVICES to the PROPERTY and elsewhere by extension therefrom. The easement extends throughout the PROPERTY (both land and improvements), including but not limited to common areas, utility areas, and all other spaces on, in and over the PROPERTY as are reasonably necessary or useful for location, relocation, installation, maintenance, repair, upgrading, monitoring, operation and removal of the FACILITIES (hereinafter described). The easement includes free rights of access, ingress and egress at the PROPERTY, and the right to market SERVICES at the PROPERTY, including, but not limited to, door-to-door sales, and placing company literature in common areas of the PROPERTY. OWNER's grant hereunder is exclusive to U S WEST with respect to the SERVICES, and applies regardless of whether the SERVICES are provided by wired or wireless means, or whether the SERVICES are "cable services."

C. FACILITIES. The term "FACILITIES" includes all property now or in the future installed for and/or used in the distribution of the SERVICES, to the PROPERTY. As amplification, but not limitation, FACILITIES includes: antennae, receivers, decoders, lines, cables (overhead, drop and underground), fiber optics, conduits, ducts, vaults, wires, manholes, pull boxes, poles, pedestals, markers, concrete pads, junction boxes, outlets, terminals, connections, and other fixtures, facilities and appurtenances reasonably necessary or useful, or which may become necessary or useful, including upgrading the system to conform to any technological advancements, for furnishing the SERVICES GRANTEE may from time to time provide within the PROPERTY or elsewhere by extension therefrom. All such FACILITIES installed shall at all times be and remain GRANTEE's property, and no part thereof shall be considered fixtures of the PROPERTY. GRANTEE may, at its option, remove or leave in place all or any part of the FACILITIES.

D. TERM OF EASEMENT. The easement shall run with the land and shall continue throughout the period GRANTEE is authorized, pursuant to the AGREEMENT (including all renewals and/or extensions of such AGREEMENT) or otherwise, to provide SERVICES to the PROPERTY, and for six (6) months thereafter for purposes of maintaining and/or removing the FACILITIES.

E. SALE OF PROPERTY. In the event of a sale or other conveyance of the PROPERTY by GRANTOR, GRANTOR shall require the purchaser or other transferee of the PROPERTY to assume in writing the GRANTOR's duties and obligations under the Agreement. Notwithstanding the foregoing, by the taking of title to the PROPERTY, any transferee shall be deemed to have assumed the GRANTOR's duties and obligations under this Agreement.

F. CONVERSION OF PROPERTY. In the event all or any portion of the PROPERTY is converted to a condominium or cooperative form of ownership by GRANTOR, the Agreement shall remain in full force and effect and GRANTOR shall cause the association formed in connection with such conversion to assume GRANTOR's obligations under the Agreement.

G. COVENANTS RUNNING WITH THE LAND. The Agreement and the provisions of this Grant of Easement shall be deemed to touch and concern and shall run with the PROPERTY, and shall be binding upon, and inure to the benefit of GRANTEE and their respective successors and assigns.

H. WARRANTIES. GRANTOR (and the individual(s) signing for GRANTOR) represents and warrants that he/she/it has full power and authority to execute this Grant of Easement, and that any and all necessary corporate and/or partnership action authorizing same has been taken.

Initial

2002-29846 B

IN WITNESS WHEREOF, the GRANTOR hereto has executed this instrument on this 21st day of December, 1999.

GRANTOR

Tiburon View Apartments Limited Partnership
[Property Owner's Legal Name]

By: [Signature]
Signature

Name: TODD S. FISHER
Printed Name

Title: PRESIDENT OF GENERAL PARTNER

Address: 15510 CHARLES ST.

City: OMAHA

State: NE Zip Code: 68154

Phone No: 402-492-2442

By: _____
Signature

Name: _____
Printed Name

Title: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone No: _____

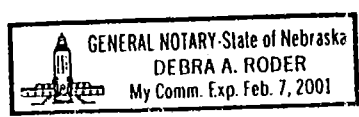
over

State of NEBRASKA

County of DOUGLAS) ss

On the 21st day of Dec, 21 day of Dec, 1999, before me, DEBRA A. RODER, Notary Public, personally appeared TODD S. FISHER

personally know to me or
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or entity on behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal:
[Signature]
Signature of Notary

Initial _____

2002-29846C

IN WITNESS WHEREOF, the Grantee hereto has executed this instrument on this _____ day of _____, 199__.

GRANTEE

U S WEST Broadband Services, Inc.

By:

[Signature]
Signature

Name:

J. Woody Faircloth
Director, MDU and
Business Market Development
GM, MDU Business Unit

Title:

Address:

1801 California
34th floor

City:

Denver

State:

CO Zip Code: 80202

Phone No:

(303) 308-5195

State of

Colorado)

) ss

County of

Denver)

On the

5

day of

April

2000, before me,

Judith D. Holley

Notary Public, personally appeared

J. Woody Faircloth

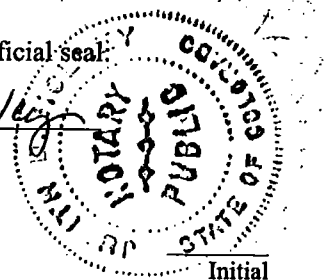
personally know to me or

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or entity on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal:

Judith D. Holley
Signature of Notary

My Commission Expires
Feb. 16, 2004



Initial

2002-79846D

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 2, BALLENA REPLAT I, AS SURVEYED, PLATTED
AND RECORDED IN SARPY COUNTY, NEBRASKA.