

This instrument after record
to be returned to:

Daniel B. Kinnamon
Erickson & Sederstrom, P.C
Regency Westpointe
10330 Regency Parkway Dr
Omaha, NE 68114



RECEIVED

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AM '97

RICHARD N. TAKEO
REGISTER OF DEED
DOUGLAS COUNTY,

(Space Above This Line for Recording Data)

PERMANENT UTILITY EASEMENTS

This GRANT OF PERMANENT UTILITY EASEMENTS made this 24th day of October, 1997, by THC, Inc., a Nebraska nonprofit corporation, and LAKESIDE HILLS ASSOCIATION, INC., a Nebraska nonprofit corporation, hereinafter referred to collectively as "GRANTOR", in favor of U.S. West Communications, a corporation, and Cox Communications, a corporation (hereinafter referred to collectively as "Utility Companies") and each of their successors and assigns.

WITNESSETH:

That said GRANTOR in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, sell, convey and confirm unto the Utility Companies and each of their successors and assigns forever, a nonexclusive permanent right-of-way and easement to use, construct, build, operate, lay, maintain, repair, replace, remove and reconstruct wires, cables, conduits, and other appurtenances and related facilities (herein collectively "Utility Company Improvements") and to extend within the easement area wires, conduits and cables for the carrying and transmission of signals and sounds of all kinds including but not limited to signals provided by cable television and telecommunications systems and the reception thereon upon, over, along, through, under and across the parcels of land described as follows, to-wit:

As set forth on Exhibit "A", attached hereto and made a part hereof.

To have and to hold unto the Utility Companies, each of their successors and assigns, together with the right of permanent ingress and egress from said nonexclusive easement areas herein granted for the purposes hereinabove set forth.

GRANTOR, their respective successors, transferees and assigns may at anytime construct or install or cause to be constructed or installed upon or within the nonexclusive easement areas herein granted or grant other easements, licenses or other rights respecting the easement areas granted herein so as to permit roads, streets, parking

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areas, sidewalks or other pavement or concrete improvements, fencing, signs, entrance markers, landscaping, trees and other plant materials, all in such manner and to the extent as GRANTOR may deem necessary or appropriate in their sole discretion (collectively, the "Grantor Improvements"). Any construction or installation of Grantor Improvements shall be effected so as not to at any time unreasonably interfere with the normal use and operation of the Utility Company Improvements to be constructed in the easement areas granted herein. In the event it becomes necessary to remove or replace said Grantor Improvements in order to construct, repair, maintain, or replace said Utility Company Improvements the Utility Companies shall have the right, privilege and authority to do so but the removal or repair of said Grantor Improvements shall be done at the expense of the Utility Companies and their successors and assigns and the Utility Companies and their successors and assigns shall be responsible for any damages thereto and shall repair, restore and/or replace any and all of the Grantor Improvements which may be damaged in connection with any construction, maintenance, repair, or replacement of the Utility Company Improvements to the condition thereof existing before said construction, removal, replacement, or repair and shall cause the easement areas to be left in a neat and orderly condition.

GRANTOR, their respective successors, transferees, and assigns, shall not construct or install, or permit the construction or installation of any buildings or other such permanent structures on, over, or across the easement areas granted herein without the prior written consent of the Utility Companies or their successors and assigns.

GRANTOR has granted these nonexclusive easements to the Utility Companies on the condition that any cables, wires, and conduits will be buried deep enough below the surface of the easement areas so as not to interfere with the use, enjoyment and development of the surface thereof by Grantor, its successors, transferees and assigns.

The nonexclusive easements granted herein shall be for the benefit of each of the successors and assigns of the Utility Companies and any contractor, agent, employee or representative of the Utility Companies performing any of said construction, repair, maintenance and work within the easement areas granted herein.

GRANTOR, for itself and their successors and assigns, confirms that they each have the right to grant and convey these nonexclusive permanent easements in the manner and form aforesaid, and that GRANTOR will, and their successors and assigns shall, warrant and defend these nonexclusive easement grants to the Utility Companies, their successors and assigns, against the lawful claims and demands of all persons whomsoever asserting any right, title or interest, contrary to the terms of this conveyance.

These nonexclusive permanent easements shall run with the land perpetually and shall be binding upon and inure to the benefit of the GRANTOR and the Utility Companies, and their respective transferees, successors and assigns and any person or party claiming by, through or under GRANTOR and the Utility Companies or their respective transferees, successors or assigns.

IN WITNESS WHEREOF, said GRANTOR has caused this Utility Easements Agreement to be duly executed the day and year first above written.

THC, Inc., a Nebraska nonprofit corporation

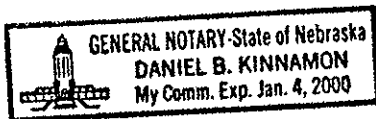
By: Joseph P. Laferla
Joseph P. Laferla, Its President

LAKESIDE HILLS ASSOCIATION, INC.,
a Nebraska nonprofit corporation

By: Joseph P. Laferla
Joseph P. Laferla, Its President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

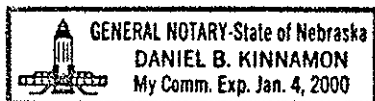
The foregoing instrument was acknowledged before me this 24th day of October, 1997, by Joseph P. Laferla, President of THC, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.



Daniel B. Kinnamon
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of October, 1997, by Joseph P. Laferla, President of LAKESIDE HILLS ASSOCIATION, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.

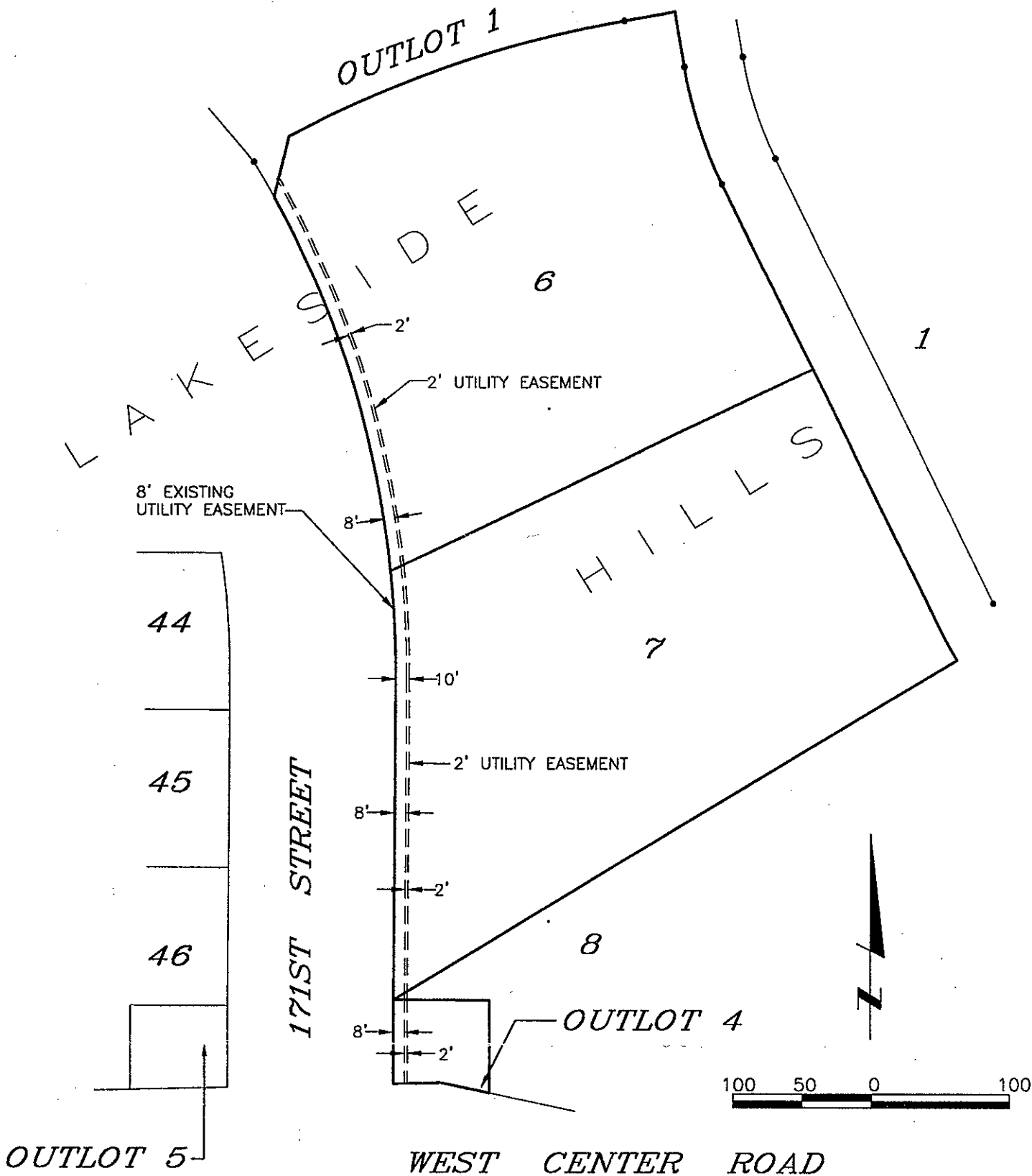


Daniel B. Kinnamon
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of utilities over the East two foot (2.00') of the West ten foot (10.00') as measured from the east line of 171st Street over Lots 6, 7 and 8 AND Outlot 4, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.



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Book _____ Page _____ Date OCT. 24, 1997 Dwn.By AET Job Number 92908-898



lamp, rynearson & associates, inc.

engineers

surveyors

planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

EXHIBIT "A"

ph 402-496-2498
fax 402-496-2730