

E A S E M E N T

THIS INDENTURE, made this 5th day of June, 1970,  
 between KINGSBROOK, INC., hereinafter referred to as Grantor, and NORTHWESTERN  
 BELL TELEPHONE COMPANY, a corporation, hereinafter collectively referred to as  
 Grantee,

WITNESSETH:

THAT WHEREAS, Grantor is in the process of constructing and developing  
 an apartment project located upon the following described real estate, to wit:

All of Block One (1), except part of Lots Eight (8), Nine (9)  
 and Ten (10); all of Block Two (2) and part of Lots Four (4),  
 Five (5), and Six (6) of Block Sixteen (16), together with South  
 Thirty feet (30') of vacated Bancroft Street, the West Thirty  
 feet (30') of vacated 69th Street adjacent to said Block One (1),  
 the West Fifteen feet (15') of vacated 69th Street adjacent to  
 said Block Two (2), all of that part of vacated 70th Street and  
 vacated Oak Street lying adjacent to said Blocks One (1), Two (2)  
 and Sixteen (16), all in Lawnfield Addition, an addition to the  
 City of Omaha, Douglas County, Nebraska, as surveyed, platted  
 and recorded,

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 Grantee so that Grantee may construct and  
 operate telephone and other communications installations necessary to supply  
 such services to this project.

NOW, THEREFORE, in consideration of the Grantee installing said  
 utilities to serve the said project, the Grantor does hereby grant to the  
 Grantee, its 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 signals and sound of all kinds and the reception thereof  
 including all services of the Grantee to the improvements on the above  
 described real estate, on, over, through, under and across, and at all times  
 to enter upon, for said purposes, all of the above described real estate,  
 said easement to be located five (5) feet on each side of the centerline of  
 said telephone lines as shown on Exhibit A, attached hereto and incorporated  
 herein by this reference, insofar as said exhibit describes the property first  
 above described.

TO HAVE AND TO HOLD said easement and right of way under said  
 Grantee, its successors and assigns.

Grantor covenants that it has good and lawful title to said real  
 estate and will protect the Grantee in the possession and use thereof herein  
 granted.

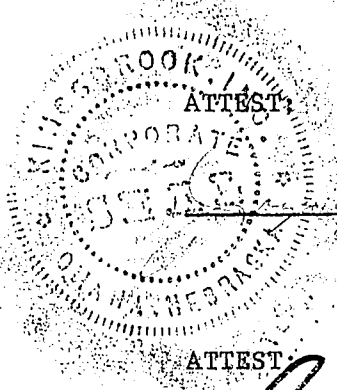
The Grantor and Grantee further covenant, promise and agree, for  
 themselves, their successors and assigns, as follows:

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. Grantee agrees 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.

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 Grantee if reasonably possible, but the expense of so doing to be paid by Grantor, including costs of 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.



KINGSBROOK, INC.

[Signature]  
Assistant Secretary

By [Signature]  
Vice President

NORTHWESTERN BELL TELEPHONE COMPANY

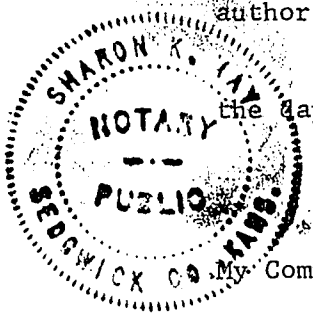
ATTEST:  
[Signature]  
Assistant Secretary

By [Signature]  
DISTRICT ENGINEER

STATE OF Kansas )  
COUNTY OF Sedgewick ) SS

On this 5th day of June, 1970, before me the undersigned, a notary public in and for said County, personally came [Signature], [Signature] of KINGSBROOK, INC., to me personally known to be the Vice President and Assistant Secretary and the identical persons 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 the said corporation was thereto affixed by its authority.

Witness my hand and notarial seal at Wichita, Kansas in said County the day and year last above written.



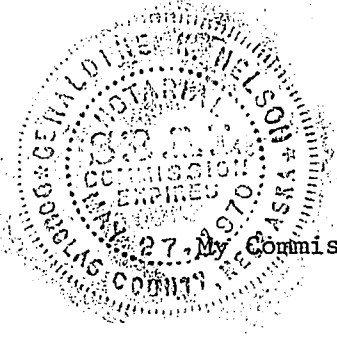
[Signature]  
Notary Public

My Commission Expires: 11/10/73

STATE OF Nebraska )  
COUNTY OF Douglas ) SS

On this 29th day of April, 1970, before me a Notary Public in and for said county, personally appeared G.A. Coyle, who is personally known to me to be the identical person who executed the foregoing instrument as Assistant Secretary & Assistant Treasurer of said Northwestern Bell Telephone Company and who is personally known to me to be such officer of said company and he acknowledged the execution thereof to be the voluntary act and deed of said Northwestern Bell Telephone Company.

Witness my hand and seal the date above mentioned.



[Signature]  
Notary Public

My Commission Expires: May 27, 1970

CERTIFICATE

I, the undersigned, Jerry A. Gaddis, do hereby certify that I am the duly elected, qualified and acting Secretary of Kingsbrook, Inc., a Nebraska corporation. I do further certify that at a special meeting of the Board of Directors of said corporation, duly convened and held in accordance with the By-Laws on the 9th day of July, 1970, a quorum being in attendance, the following resolution was unanimously adopted:

"RESOLVED, that the action of Jerry A. Gaddis as Vice President of Kingsbrook, Inc. in executing and delivering on June 5, 1970, that certain Easement in favor of Northwestern Bell Telephone Company for telephone and communication services upon the following-described real estate:

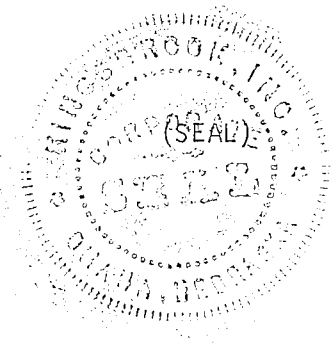
All of Block 1, except part of Lots 8, 9 and 10; all of Block 2 and part of Lots 4, 5 and 6 of Block 16, together with South 30 feet of vacated Bancroft Street, the West 30 feet of vacated 69th Street adjacent to said Block 1, the West 15 feet of vacated 69th Street adjacent to said Block 2, all of that part of vacated 70th Street and vacated Oak Street lying adjacent to said Blocks 1, 2 and 16, all in Lawnfield Addition, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded,

be and the same is hereby in all respects ratified and confirmed."

I do further certify that said resolution remains in full force and effect, without having been amended, altered or rescinded.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 10th day of July, 1970.

  
Jerry A. Gaddis



OAK ST

70th ST.

601.04

615.62

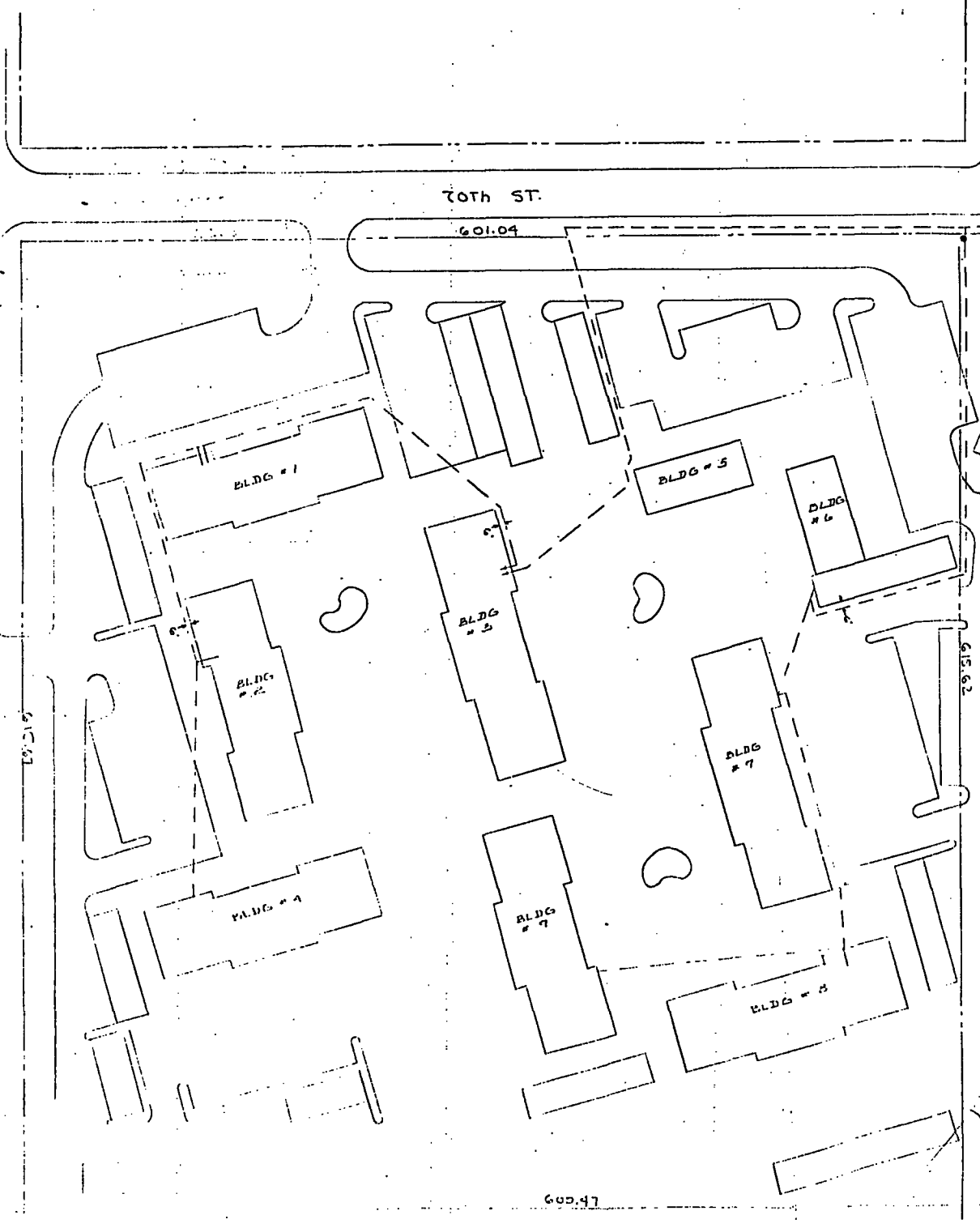
605.47

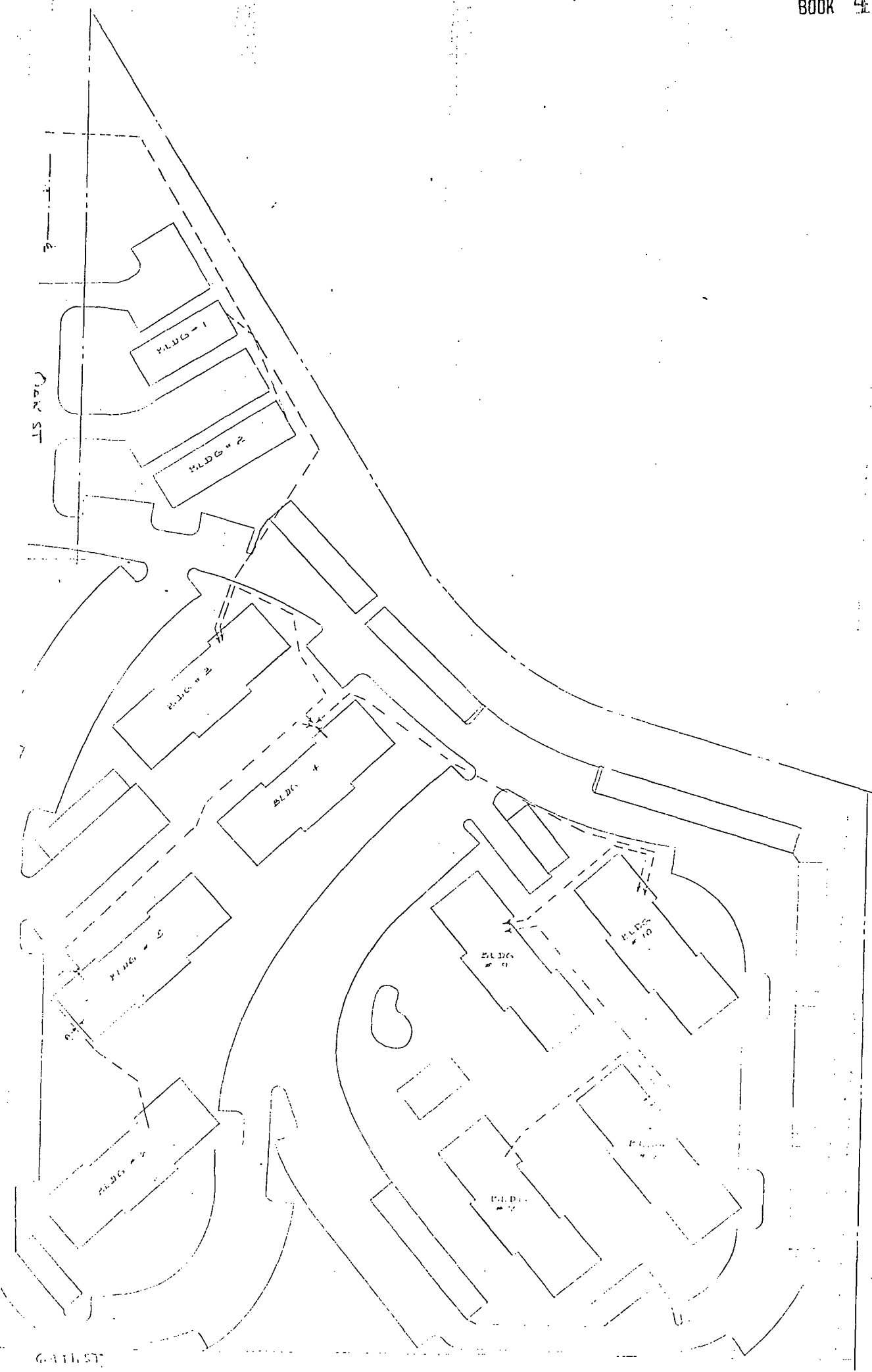
Spring St

Legend

Exhibit A

Buried Telephone Cable  
or lines from building.  
Property line  
Scale: 1 inch = 50'





6. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA,  
 11 DAY OF August 1970 AT 3:32 P. M. G. HAROLD OSTLER, REGISTER OF DEEDS 17-75