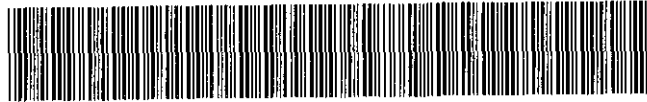




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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 11/24/2009 10:00:54.18
 2009126199

PERMANENT UTILITY EASEMENT AGREEMENT

This Permanent Utility Easement Agreement ("Agreement") is made this 10th day of NOVEMBER, 2009, between UNITED OF OMAHA LIFE INSURANCE COMPANY, a Nebraska corporation, hereinafter referred to as "GRANTOR", and COX COMMUNICATIONS OMAHA, L.L.C., hereinafter referred to as "GRANTEE", whose address is 11505 West Dodge Road, Omaha, Nebraska 68154.

Grantor in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants to Grantee, its successors and assigns, an easement for the right to construct, place, operate, inspect, maintain, repair, replace and remove telecommunications facilities as Grantee may from time-to-time require, consisting of conduits, fiber optic cables, strands, wires, coaxial cables, communication cables, communication equipment, hardware, pads, poles, markers, pedestals, junction boxes, fixtures, appurtenances and any other items desired by Grantee, and to extend thereon wires or cables for the carrying and transmission of signals and sounds of all kinds including cable television, and appurtenances thereto, in, across, over, upon, through and under the parcel of land legally described as the North five (5) feet of Lot 16, Mutual of Omaha Campus, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, and which is depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), subject to the following terms and conditions:

1. Grantor further grants unto Grantee, its successors and assigns, the right of ingress and egress from the Easement Area for the purpose of inspecting, maintaining, operating, repairing or replacing said improvements at the will of the Grantee, its successors and assigns. Grantor may, following construction of said improvements, continue to use the surface of the Easement Area for other purposes, subject to the right of Grantee to use the same for the purposes herein expressed.
2. No building, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over or across the Easement Area by Grantor, its successors and assigns, without express approval of Grantee. Improvements which may be placed on and across the Easement Area by Grantor without approval by Grantee include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or

After recording,
return to: John S. Katelman, Husch Blackwell Sanders,
1620 Dodge St., Suite 2100, Omaha, NE 68102
OMA-293248-2

✓033586

shrubbery placed on the Easement Area shall be maintained by Grantor, its successors and assigns.

3. Grantee will restore the soil excavated for any purpose pursuant to this Agreement, as nearly as possible to its original contour and condition, and will repair, replace or rebuild any and all damage to improvements caused by Grantee exercising its right of installing improvements or inspecting, maintaining or operating said improvements installed by Grantee, its agents, employees or contractors. Such restoration, repair, replacement or rebuilding work shall be performed by Grantee immediately after Grantee's work in the Easement Area has been performed or as soon thereafter as is reasonably possible under the circumstances using reasonable diligence. Grantee will cooperate reasonably with Grantor and any other affected utility provider in connection with any work performed pursuant to this Agreement.
4. This easement is also for the benefit of any contractor, agent, employee or representative of Grantee for any construction work permitted by this Agreement.
5. It is the intent of the parties for Grantee to construct in the Easement Area pursuant to this Agreement, for its benefit and for the benefit of Grantor, underground poles, wires, cables, conduits and other related facilities, and to extend television signals in the Easement Area. Grantee warrants that said improvements shall be constructed in accordance with all applicable ordinances, rules, regulations and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction, or replacement of said improvements shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event that Grantee fails to repair or maintain said improvements in good operating condition, upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain said improvements.
6. Grantor for itself and its successors and assigns, does confirm with Grantee and its assigns, that Grantor is well seized in fee of the above described property and that Grantor has the right to grant and convey this easement in the manner and form aforesaid, and that Grantor and Grantor's successors and assigns shall warrant and defend this easement to Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement runs with the land and inure to the benefit of Grantee's successors and assigns.
7. The easement granted in this Agreement is granted upon the condition that Grantee will remove or cause to be removed all presently existing improvements on the Easement Area, including but not limited to crops, vines, trees within the easement area as necessary for construction, and thereafter perform the restoration, repair, replacement or rebuilding work described above in accordance with the terms of this Agreement.

8. This instrument contains the entire agreement of the parties with respect to the subject matter of this Agreement; there are no other different agreements or understandings between Grantor and Grantee or their agents with respect to the subject matter of this Agreement; and neither Grantor nor Grantee, in executing and delivering this instrument, has relied upon any promises, inducements or representations of the other or its agents or employees except as are set forth in this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, said Grantor and Grantee have executed this Agreement on the dates set forth beneath their respective signatures below.

UNITED OF OMAHA LIFE INSURANCE COMPANY, a Nebraska corporation

By: *Kenneth R. Cook*
Name: KENNETH R. COOK
Title: SVP
Date: 10/26/2009

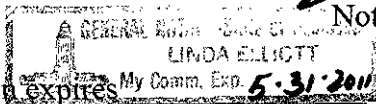
COX COMMUNICATIONS OMAHA, L.L.C., a Delaware limited liability company

By: *Joe Seda*
Name: JOE SEDA
Title: VP, Network Operations
Date: 11/10/09

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 26 day of October, 2009, by Kenneth R. Cook, SVP of United of Omaha Life Insurance Company, a Nebraska corporation, on behalf of the corporation.

Linda Elliott
Notary Public



My Commission expires 5-31-2011

STATE OF Iowa)
) ss
COUNTY OF Pottawattamie

The foregoing instrument was acknowledged before me on this 10th day of November, 2009, by Joe Seda, VP Network Ops of Cox Communications Omaha, L.L.C., a Delaware limited liability company, on behalf of the limited liability company.

Sarah Vance
Notary Public

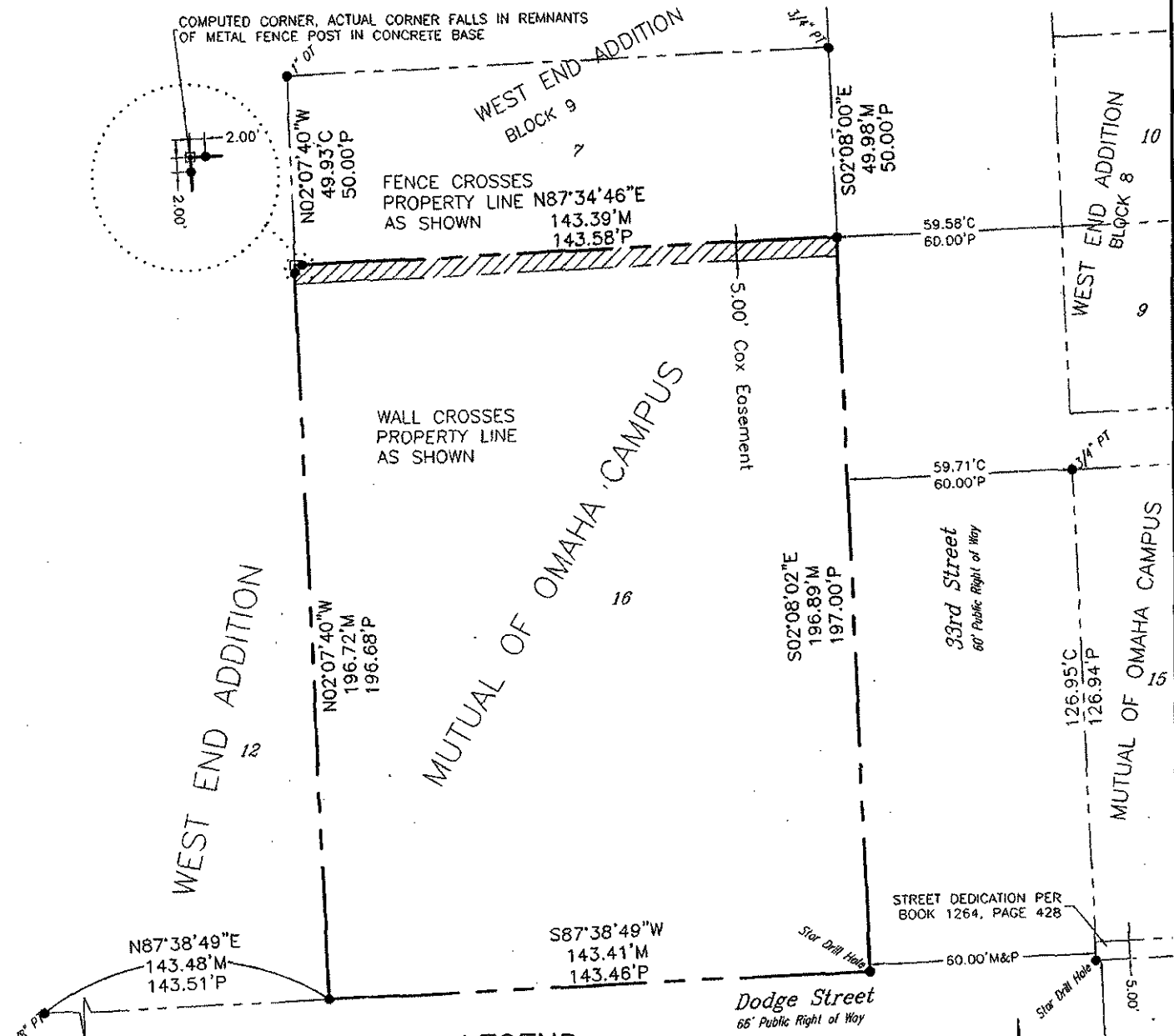


My Commission expires February 21, 2011

EASEMENT EXHIBIT

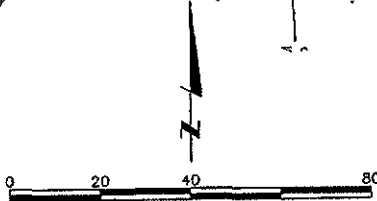
LEGAL DESCRIPTION:

A permanent utility easement for Cox Communication over the north five feet (5.00') of Lot 16, Mutual of Omaha Campus, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.



LEGEND

- — — — — PROPERTY LINE
- COMPUTED CORNER
- CORNERS FOUND (5/8" REBAR WITH 1 1/4", YELLOW PLASTIC CAP STAMPED LS-561, UNLESS NOTED)
- M MEASURED DIMENSIONS
- P PLAT DIMENSIONS
- PT PINCH TOP PIPE
- OT OPEN TOP PIPE



Lamp, Rynearson & Associates, Inc.

WWW.LRA-INC.COM

14710 West Dodge Road, Suite-100
Omaha, Nebraska 68154-2027

(Ph) 402.496.2498
(Fax) 402.496.2730

drawn by: SGT
designer: MRT
job number-tasks: 03074.13-421
date: 08/17/2009
book: 03074 page: 14-15
file name: CoxEasement.dwg