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RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



4380  
FEE 35.50 R76A-B1 FB 66-07360  
DEL. C/O COMP L  
LEGAL PG 3041 de PV

Re-record to correct legal description (Exhibit A, page 1 of 2), and to correct Access description (Exh'

1193 161 MISC

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Nov 8 4 14 PM '96

Site Name:

13013 96 161-167

Site: GEORGE JOAN SLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

Refile

GRANT OF UTILITY EASEMENTS

Refile

KNOW ALL MEN BY THESE PRESENTS:

That Frank R. Krejci hereinafter the "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer and convey unto Sprint Spectrum L.P., a Delaware limited partnership, Omaha Public Power District, US West, Teleport communications Group, and any other public utility company (hereinafter collectively referred to as the "Grantees"), permanent utility easement over, across and under the property described on Exhibit(s) "B-" attached hereto for the installation, construction, operation and maintenance (including access to said property for the repair, replacement, inspection and removal) of utility, power and telecommunication cables and related conduits, wires and such other equipment, surface structures and facilities as may be necessary and/or desirable for the operation, maintenance, utilization and servicing of the Communications Facility which is to be constructed by Sprint Spectrum L.P. upon the property described on Exhibit "A" attached hereto.

Grantor hereby covenants with said Grantees that: (i) Grantor and its successors and assigns will not take any actions which would interfere with the Easement herein granted; (ii) Grantor has good and lawful authority to grant, transfer and convey the Easement herein granted; (iii) Grantor is the owner of the property described on Exhibit(s) "B-" attached hereto in fee simple; and (iv) if Grantor decides to sell all or any part of the property described on Exhibit(s) "B-" attached hereto to a purchaser other than Grantees, such sale shall be under and subject to the Easement herein granted and the rights of the Grantees hereunder.

The Easement herein granted and conveyed to the Grantees shall not interfere or otherwise obstruct the Grantor's use of the Property described on Exhibit(s) "B-" attached hereto. Grantees shall provide to Grantor a plan or drawing of any proposed utility installations within the easement area. Any underground utility

UNRECORDED DOCUMENT TO:  
Sprint Spectrum (Property Department)  
5078 South 111th Street  
Omaha, NE 68137-2338  
(402)97-5660

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DEL. PJ C/O COMP VP  
LEGAL PG 3041 de PV

installations which may require the removal, destruction or replacement of any asphalt or concrete surfacing within the easement area, shall be subject to prior written approval by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantees, and their successors and assigns, shall be responsible to repair any damages which may occur to the easement area as a result of their use of said area and the installation of utilities.

The Easement herein granted and conveyed to the Grantees, and the covenants herein contained, shall be Easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective agents, contractors, successors and assigns, but shall terminate if, as and when, Sprint Spectrum L.P. or its successors or assigns shall cease to use the property described on Exhibit "A" attached hereto as a Communications Facility location.

This instrument contains the entire agreement of the parties and the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or reservations of the Grantees, their agents or employees, except as set forth herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this 9<sup>th</sup> day of NOVEMBER, 1996.

FRANK R. KREJCI  
Grantor

By: Frank R. Krejci  
Title: Owner

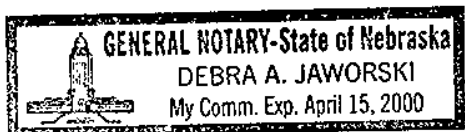
STATE OF NEBRASKA

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of NOVEMBER, 1996, by

FRANK R. KRESCE

(AFFIX NOTARIAL SEAL)



My commission expires:

Debra A. Jaworski  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC - STATE OF NEBRASKA

DEBRA A. JAWORSKI  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

Acknowledgment: For use in the case of natural persons acting in their own right (Nebraska)

Site Name: Krejci

Site I.D.: 041-A

**EXHIBIT "A"**  
**(Communications Facility Location)**

A PARCEL OF LAND, BEING A PORTION OF LOT 1, CORNHUSKER INDUSTRIAL PARK III, DOUGLAS COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 1;

THENCE ALONG A WESTERLY LINE OF SAID LOT 1, NORTH 37 DEGREES 39 MINUTES 42 SECONDS EAST, 20.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 37 DEGREES 39 MINUTES 42 SECONDS EAST, 40.00 FEET;

THENCE SOUTH 52 DEGREES 20 MINUTES 18 SECONDS EAST, 30.00 FEET;

THENCE PARALLEL WITH SAID WESTERLY LINE, SOUTH 37 DEGREES 39 MINUTES 42 SECONDS WEST, 40.00 FEET;

THENCE NORTH 52 DEGREES 20 MINUTES 18 SECONDS WEST, 30.00 FEET TO THE TRUE POINT OF BEGINNING.

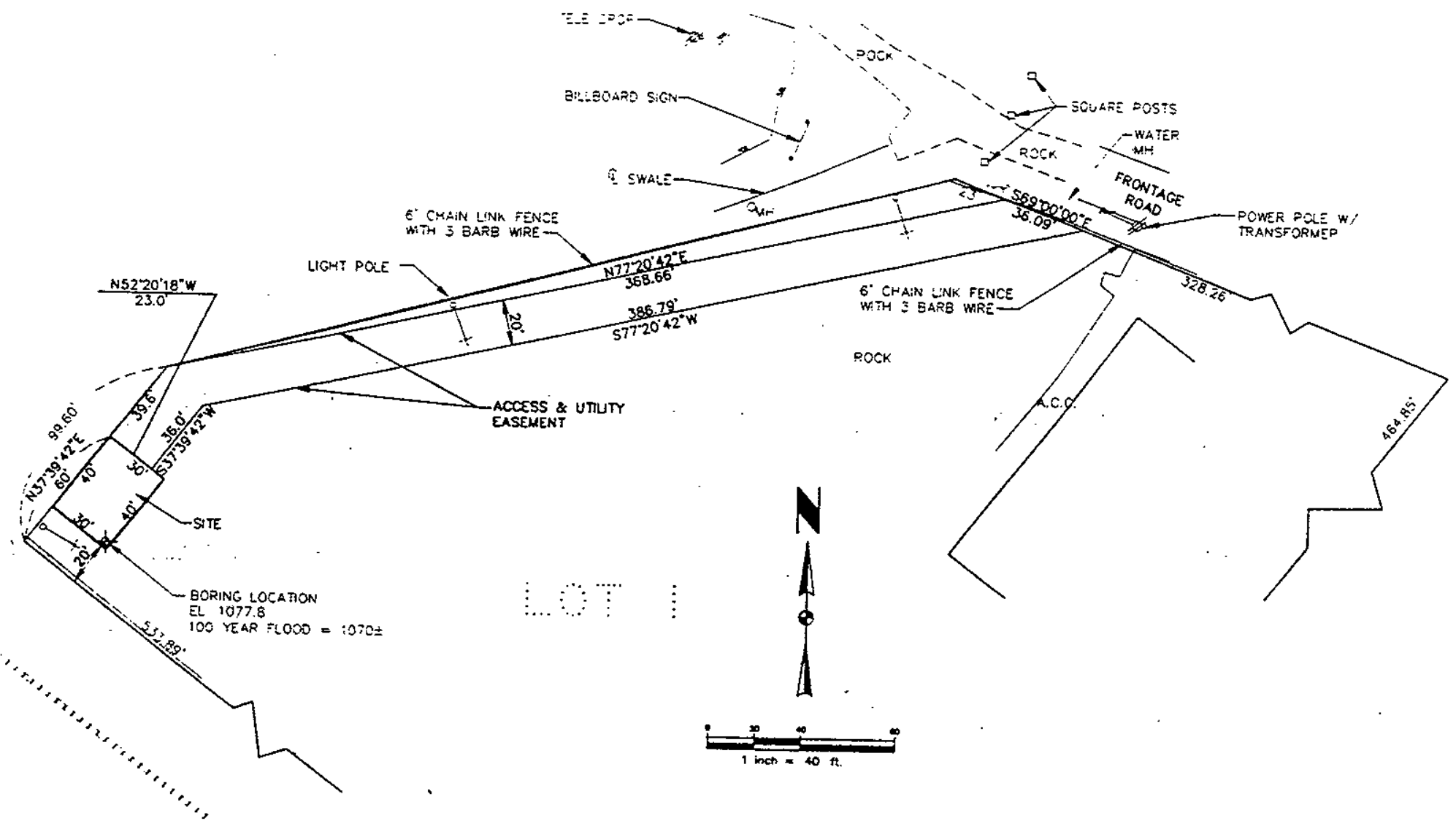
SAID PARCEL CONTAINS AN AREA OF 1200 SQUARE FEET (0.028 ACRES), MORE OR LESS.

Site Name:

Site I.D.:

**EXHIBIT "A"**  
**(Communications Facility Location)**

Sketch



**EXHIBITS "B-"  
(Utility Easement)**

A STRIP OF LAND, VARIABLE IN WIDTH, BEING A PORTION OF LOT 1, CORNHUSKER INDUSTRIAL PARK III, DOUGLAS COUNTY, NEBRASKA BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OR SAID LOT 1;

THENCE ALONG A WESTERLY LINE OF SAID LOT 1, NORTH 37 DEGREES 39 MINUTES 42 SECONDS EAST, 60.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG BOUNDARY OF SAID LOT 1, NORTH 37 DEGREES 39 MINUTES 42 SECONDS EAST, 39.60 FEET;

THENCE NORTH 77 DEGREES 20 MINUTES 42 SECONDS EAST, 368.66 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 69 DEGREES 00 MINUTES 00 SECONDS EAST, 36.09 FEET;

THENCE SOUTH 77 DEGREES 20 MINUTES 42 SECONDS WEST, 386.76 FEET;

THENCE SOUTH 37 DEGREES 39 MINUTES 42 SECONDS WEST, 36.00 FEET;

THENCE NORTH 52 DEGREES 20 MINUTES 18 SECONDS WEST, 23.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 8063 SQUARE FEET (0.185 ACRES), MORE OR LESS.

Site Name: KREJCI

Site I.D.: 041-A

EXHIBITS "B-"  
(Utility Easement)

Sketch

