

(FOR REGISTER OF DEEDS STAMP)

\$20.50

BLOCK

Den Lowe

INST. NO 98

REGISTER OF DEEDS

1998 MAY -4 P 3: 14

020846

CODE
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CHECKED
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EDITED
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EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That R. E. D. Capital Management, L.L.C., a Kansas Limited Liability Company and _____, her/his/its (if Grantor is not married, add words "an unmarried person")

Lancaster County, Nebraska, in consideration of \$ 1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 1.00 for all poles and all anchors and other necessary equipment when set on the following described property, do hereby grant and convey unto the LINCOLN ELECTRIC SYSTEM (hereinafter referred to as Grantee, whether one or more)

Allant Communications
T.V. Transmission

its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate and remove all necessary poles with wires, guys, underground electric facilities and other necessary equipment in connection therewith, on and across the following property situated in Lancaster County, Nebraska, more particularly described as follows:

The electric line and underground electric facilities herein contemplated shall be located on the property approximately as follows:

See attached Exhibit "A" and Exhibit "B" hereto and made a part thereof.

The Grantee shall also have the privilege and easement of ingress and egress across the property to its (their) officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line and underground electric facilities.

The Grantee shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines, underground electric facilities and equipment used in connection therewith.

The Grantee shall also at all times exercise all due care and diligence to avoid injury or damage to the crops, livestock and other personal property of the Grantor, and the Grantee shall indemnify and save harmless the Grantor from any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of any overhead electric lines, however, in the event that all or part of the underground electric facilities which may be installed on said easement right-of-way becomes defective or unserviceable in the sole judgement of the Grantee, the Grantee shall have the right, without additional payment or consideration to the Grantor or their successors in title or any damage or loss occasioned thereby, to maintain, repair or replace such underground facilities; provided, if improvements to the property make the installation of such replacements impractical at the location of the original easement granted hereby, the Grantor or their successors in title shall grant and convey to the Grantee, for the same consideration as given herein, an easement for such further installation at a location in said property which is mutually satisfactory to the parties. If the parties fail to agree upon any such new location for the underground electric facilities, the Grantee shall have the right to determine the most suitable location for the easement therefore and the Grantor agrees to convey such easement; and if the parties fail to agree upon any such new location for underground electric facilities, the Grantee shall have no obligation to replace or provide the underground electric facilities across or to any such property. In determining the locations for further installation the Grantee shall at all times exercise due care and diligence to avoid injury or damage to the property of the Grantor or their successors.

The Grantee agrees that should the lines and underground electric facilities constructed hereunder be abandoned for a period of five years, the light-of-way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

Signed the 24th day of April, A.D., 19 98

By: *Den Lowe*
Den Lowe, Manager, Authorized Signatory,
R. E. D. Capital Development of Lincoln, L.L.C.,
a Kansas Limited Liability Company

STATE OF ~~NEBRASKA~~ Missouri)
COUNTY OF Jackson)

In this 24th day of April, 19 98, before me the undersigned, a Notary Public in and for said County and State, personally appeared Den Lowe personally to me known to be identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

My Commission expires on the 24th day of April, 19 98

Marta J. Chasteen
Notary Public

MARTA J. CHASTEEN
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned in Jackson County
My Commission Expires Feb. 20, 2000

LES ECU

Change Acct 800

EXHIBIT 'A'
LEGAL DESCRIPTION
UTILITY EASEMENT

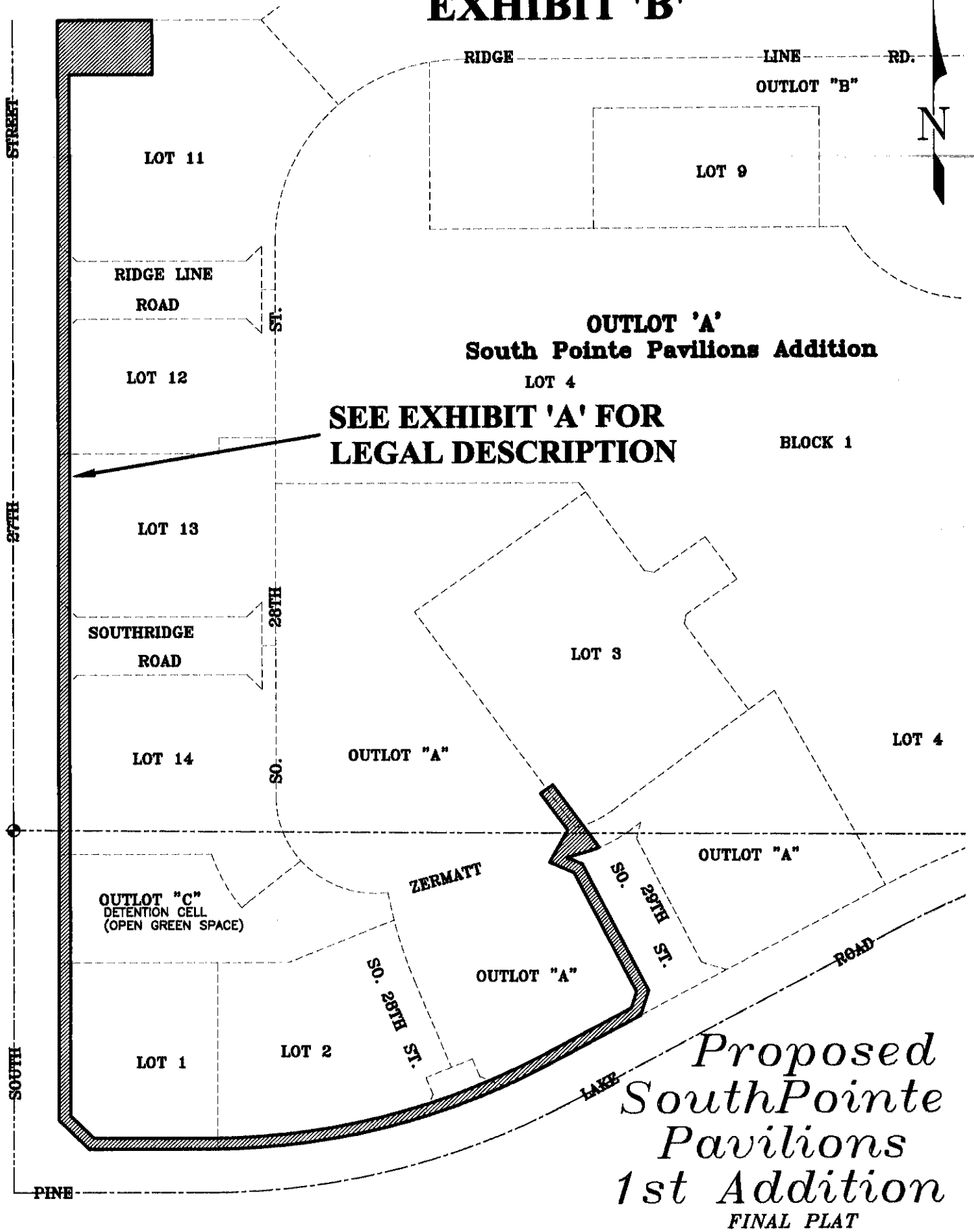
A LEGAL DESCRIPTION FOR UTILITY EASEMENT PURPOSES FOR A TRACT OF LAND COMPOSED OF A PORTION OUTLOT "A" SOUTHPOINTE PAVILIONS ADDITION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, AND A PORTION OF OUTLOT "A" SOUTHPOINTE PAVILIONS ADDITION LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "A", A DISTANCE OF 124.97 FEET TO A POINT, THENCE SOUTH 00 DEGREES 11 MINUTES 07 SECONDS EAST, A DISTANCE OF 74.52 FEET TO A POINT, THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 110.25 FEET TO A POINT, THENCE SOUTH 00 DEGREES 01 MINUTES 35 SECONDS WEST, A DISTANCE OF 1040.81 FEET TO A POINT, THENCE SOUTH 00 DEGREES 02 MINUTES 28 SECONDS EAST, A DISTANCE OF 393.48 FEET TO A POINT, THENCE SOUTH 45 DEGREES 07 MINUTES 56 SECONDS EAST, A DISTANCE OF 44.08 FEET TO A POINT, THENCE NORTH 89 DEGREES 56 MINUTES 17 SECONDS EAST, A DISTANCE OF 153.74 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 925.25 FEET, ARC LENGTH OF 462.55 FEET, DELTA ANGLE OF 28 DEGREES 38 MINUTES 36 SECONDS, A CHORD BEARING OF NORTH 75 DEGREES 36 MINUTES 59 SECONDS EAST, AND A CHORD LENGTH OF 457.75 FEET TO A POINT OF TANGENCY, THENCE NORTH 61 DEGREES 19 MINUTES 59 SECONDS EAST, A DISTANCE OF 133.19 FEET TO A POINT, THENCE NORTH 17 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 23.80 FEET TO A POINT, THENCE NORTH 26 DEGREES 45 MINUTES 42 SECONDS WEST, A DISTANCE OF 183.95 FEET TO A POINT, THENCE NORTH 66 DEGREES 20 MINUTES 29 SECONDS WEST, A DISTANCE OF 35.87 FEET TO A POINT, THENCE NORTH 28 DEGREES 47 MINUTES 47 SECONDS EAST, A DISTANCE OF 50.66 FEET TO A POINT, THENCE NORTH 35 DEGREES 40 MINUTES 17 SECONDS WEST, A DISTANCE OF 61.91 FEET TO A POINT, THENCE NORTH 54 DEGREES 19 MINUTES 43 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT, THENCE SOUTH 35 DEGREES 40 MINUTES 17 SECONDS EAST, A DISTANCE OF 106.32 FEET TO A POINT, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 168.00 FEET, ARC LENGTH OF 17.98 FEET, DELTA ANGLE OF 06 DEGREES 07 MINUTES 56 SECONDS, A CHORD BEARING OF SOUTH 71 DEGREES 00 MINUTES 45 SECONDS WEST, AND A CHORD LENGTH OF 17.97 FEET, THENCE SOUTH 74 DEGREES 04 MINUTES 43 SECONDS WEST, A DISTANCE OF 27.99 FEET TO A POINT, THENCE SOUTH 66 DEGREES 20 MINUTES 29 SECONDS EAST, A DISTANCE OF 23.12 FEET TO

A POINT, THENCE SOUTH 26 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 195.42 FEET TO A POINT, THENCE SOUTH 17 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 35.94 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID OUTLOT "A", THENCE SOUTH 61 DEGREES 19 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 139.25 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 940.00 FEET, ARC LENGTH OF 469.92 FEET, DELTA ANGLE OF 28 DEGREES 38 MINUTES 35 SECONDS, A CHORD BEARING OF SOUTH 75 DEGREES 36 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUTLOT "A", AND A CHORD LENGTH OF 465.04 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89 DEGREES 56 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 160.07 FEET TO A POINT OF DEFLECTION, THENCE NORTH 45 DEGREES 07 MINUTES 56 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID OUTLOT "A", A DISTANCE OF 56.51 FEET TO A POINT OF DEFLECTION, THENCE NORTH 00 DEGREES 02 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 399.71 FEET TO A POINT OF DEFLECTION, THENCE NORTH 00 DEGREES 01 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 1115.40 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1.14 ACRES, OR 49,711.95 SQUARE FEET MORE OR LESS.

APRIL 23, 1998
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EXHIBIT 'B'



*Proposed
SouthPointe
Pavilions
1st Addition
FINAL PLAT*