

RECEIVED



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This instrument after recording to be returned to:

Oct 10 4 15 PM '97

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

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



12834 97 301-305

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**PERMANENT UTILITY EASEMENTS**

*October* This GRANT OF PERMANENT UTILITY EASEMENTS made this 6 day of October 1997, by MCV1 L.L.C., a Nebraska limited liability company and V&R JOINT VENTURE, a Nebraska general partnership, hereinafter referred to as "GRANTOR", in favor of Omaha Public Power District, a public corporation, U.S. West Communications, a corporation, and to any company or other entity which has been granted a franchise to provide a cable television system within the Lakeside Hills Subdivision (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 poles, wires, cross arms, downguys and anchors, cables, conduits, underground electric facilities, consisting of manholes, drains, splicing boxes and other appurtenances and related facilities (herein collectively "Utility Company Improvements") and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including but not limited to signals provided by cable television 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, its 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 areas, sidewalks or other pavement or concrete improvements, fencing, signs, entrance markers, landscaping,

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INT	<i>CON</i>	C/O	COMP <i>BP</i>
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trees and other plant materials, all in such manner and to the extent as GRANTOR may deem necessary or appropriate in its 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 before said construction, removal, replacement, or repair and shall cause the easement areas to be left in a neat and orderly condition.

GRANTOR, its 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 agrees that the grade of the easement areas shall not at anytime be reduced more than one foot (1') in elevation without the prior approval of the Utility Companies.

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 its successors and assigns, confirms that it has the right to grant and convey these nonexclusive permanent easements in the manner and form aforesaid, and that GRANTOR will, and its 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.

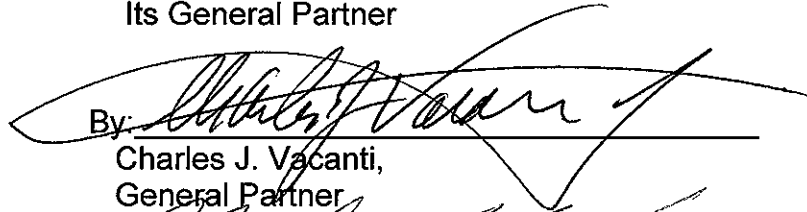
MCV1 L.L.C., a Nebraska limited liability company

By:   
Milo P. Vacanti, Member

By:   
Charles J. Vacanti, Member

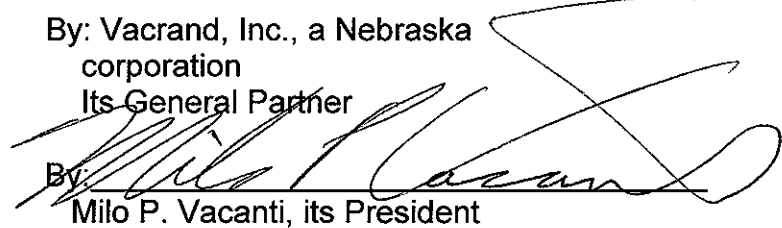
V&R JOINT VENTURE, a Nebraska general partnership

By: V&R Company, a Nebraska general partnership  
Its General Partner

By:   
Charles J. Vacanti,  
General Partner

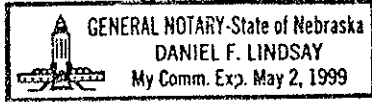
By:   
Milo P. Vacanti,  
General Partner

By: Vacrand, Inc., a Nebraska corporation  
Its General Partner

By:   
Milo P. Vacanti, its President

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

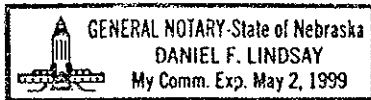
The foregoing instrument was acknowledged before me this 6 day of Oct., 1997, by Milo P. Vacanti, , and Charles J. Vacanti, each Members of MCV1, L.L.C., a Nebraska limited liability company, to me known to be the identical persons whose names are subscribed to the foregoing instrument and who executed this instrument on behalf of the limited liability company.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

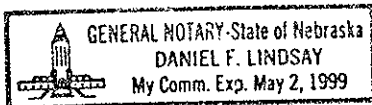
The foregoing instrument was acknowledged before me this 6 day of Oct., 1997, by MILO P. VACANTI and CHARLES J. VACANTI, each general partners of V&R COMPANY, a Nebraska general partnership, a General Partner of V&R Joint Venture for and on behalf of V&R Company as general partner and V&R Joint Venture.



[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 6 day of Oct., 1997, by MILO P. VACANTI, President of VACRAND, INC., a Nebraska corporation, General Partner of V&R Joint Venture for and on behalf of the corporation and V&R Joint Venture.

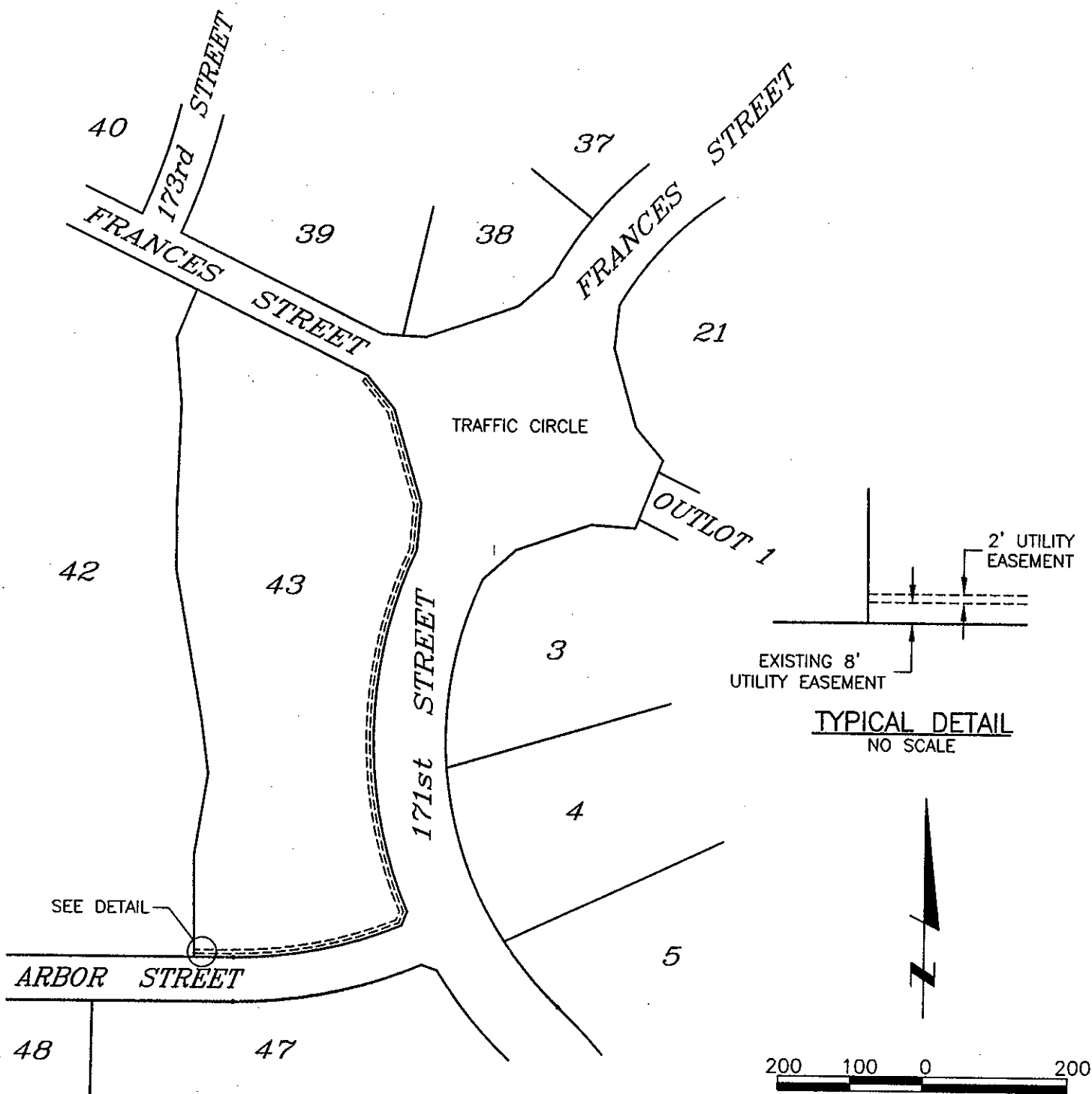


[Signature]  
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

A permanent utility easement over the West two foot (2.00') of the East ten foot (10.00') abutting the traffic circle and 171st Street, AND over the North two foot (2.00') of the South ten foot (10.00') abutting Arbor Street of lot 43, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.



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Book \_\_\_\_\_ Page \_\_\_\_\_ Date 04/30/97 Dwn.By SEZ Job Number 92908-3724,3733

**lamp, rynearson & associates, inc.**  
engineers      surveyors      planners

14710 west dodge road, suite 100      EXHIBIT "A"      ph 402-496-2498  
omaha, nebraska 68154-2029      fax 402-496-2730