

Inst # 2009057952 Thu Oct 29 11:36:59 CDT 2009

Filing Fee: \$26.00
Lancaster County, NE Assessor/Register of Deeds Office EASE
Pages 5

*No
Problems*



EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Lincoln North Creek L.L.C., a Nebraska Limited Liability Company, of

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)

Windstream Nebraska, Inc.

Time Warner Entertainment - Advance/Newhouse

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: Unit "B" and "C" North Creek Business Park Condominium, a condominium in accordance with the Declaration filed September 5, 2008 as Instrument Number 2008041850 in the office of the Register of Deeds of Lancaster County, Nebraska.

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

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 for 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 on 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.

Chg Les #29600

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

Signed the 21st day of October, A.D., 20 09.

Lincoln North Creek L.L.C., a Nebraska Limited Liability Company

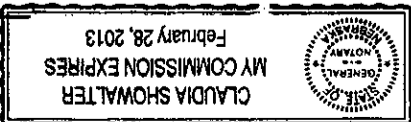
By: Steven L. Krubel
Managing Member

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

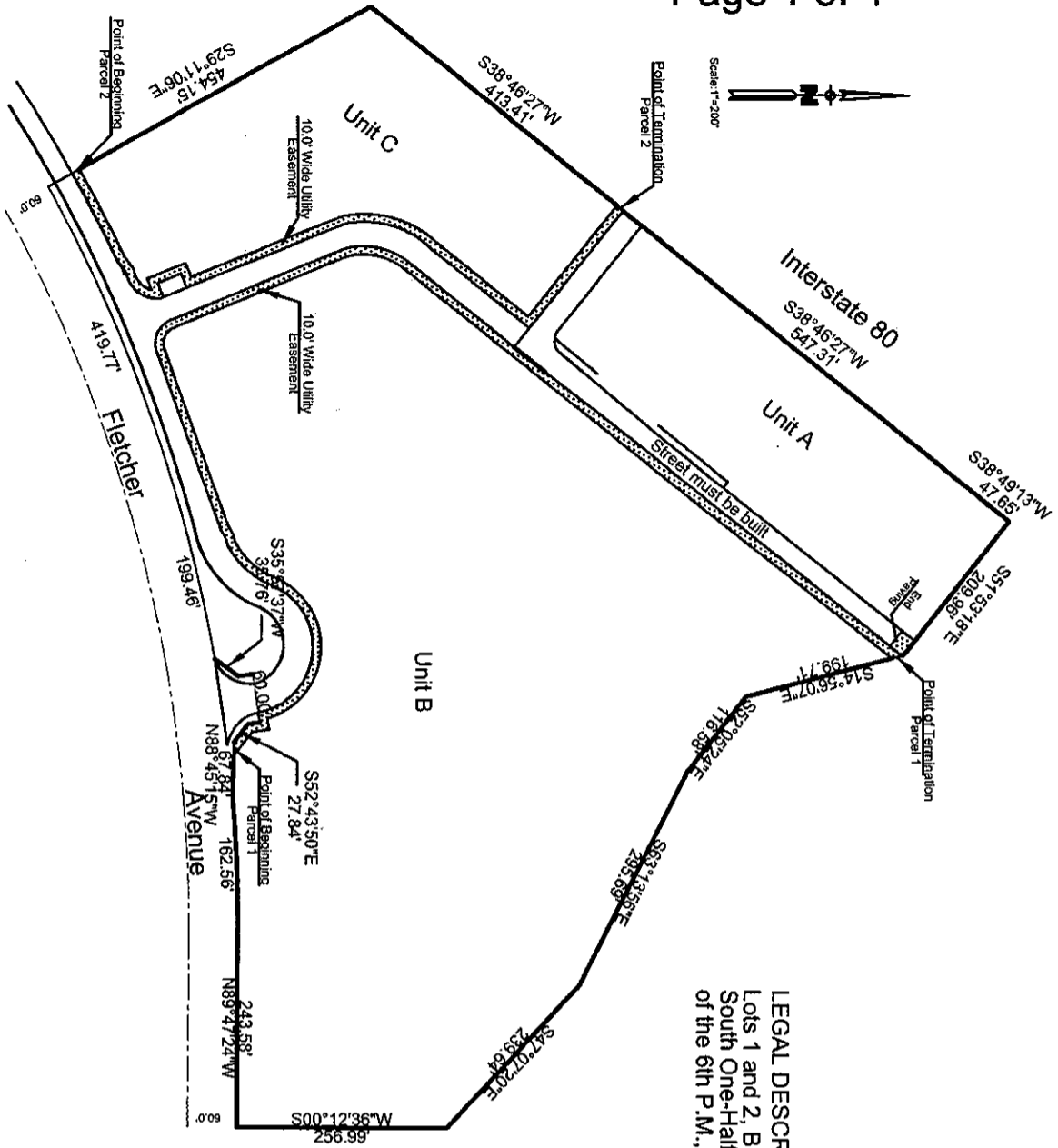
On this 21st day of October, 2009, before me the undersigned, a Notary Public in and for said County and State, personally appeared Steven L. Krubel Managing Member, Lincoln North Creek L.L.C., a Nebraska Limited Liability Company personally to me known to be identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.
My Commission expires on the 21st day of October, 20 09

Claudia Showalter
Notary Public



NORTH CREEK BUSINESS
PARK CONDOMINIUM REGIME



LEGAL DESCRIPTION:
Lots 1 and 2, Block 2, North Creek Business Park, located in the South One-Half of Section 36 Township 11 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.

Exhibit "A"
Page 2 of 4

LEGAL DESCRIPTION: Parcel (1)

Description of the centerline of a 10 foot wide easement located in a part of Unit B in NORTH CREEK BUSINESS PARK CONDOMINIUM REGIME and more fully described by metes and bounds as follows:

Referring to the Southeast Corner of said Unit B; thence in a Westerly direction on the South line of said Unit B and on an assumed bearing of North 89 degrees 47 minutes 24 seconds West for a distance of 243.58 feet.

THENCE with a curve turning to the left with an arc length of 162.61 feet, with a radius of 1860.00 feet, with a chord bearing of South 87 degrees 42 minutes 20 seconds West, with a chord length of 162.56 feet to the point of tangency of said curve.

THENCE North 88 degrees 45 minutes 15 seconds West and continuing on the South line of said Unit B for a distance of 59.34 feet to the POINT OF BEGINNING.

THENCE North 52 degrees 43 minutes 50 seconds West for a distance of 32.68 feet.

THENCE North 08 degrees 23 minutes 07 seconds West for a distance of 17.73 feet.

THENCE South 81 degrees 37 minutes 03 seconds West for a distance of 12.71 feet.

THENCE with a curve turning to the left with an arc length of 215.34 feet, with a radius of 87.36 feet, with a chord bearing of North 84 degrees 58 minutes 42 seconds West, with a chord length of 164.81 feet.

THENCE with a curve turning to the right with an arc length of 74.40 feet, with a radius of 95.34 feet, with a chord bearing of South 42 degrees 29 minutes 05 seconds West, with a chord length of 72.52 feet.

THENCE South 73 degrees 30 minutes 12 seconds West for a distance of 9.27.

THENCE South 56 minutes 51 minutes 00 seconds West for a distance of 8.03 feet.

THENCE South 70 degrees 03 minutes 15 seconds West for a distance of 236.88.

THENCE with a curve turning to the right with an arc length of 37.63 feet, with a radius of 25.17 feet, with a chord bearing of North 62 degrees 57 minutes 43 seconds West, with a chord length of 34.22 feet.

THENCE North 22 degrees 42 minutes 57 seconds West for a distance of 228.21.

THENCE with a curve turning to the right with an arc length of 82.33 feet, with a radius of 82.75 feet, with a chord bearing of North 12 degrees 52 minutes 09 seconds East, with a chord length of 78.98 feet.

THENCE North 38 degrees 30 minutes 07 seconds East for a distance of 769.78 feet to a point on the Northeasterly line of said Unit B and the point of termination of the centerline of said easement, said easement contains 17,681 square feet more or less.

I hereby certify the location of the Proposed Easement across the property described above, which was located by me or under my direct supervision.

Signed this 6th day of October, 2009

Dennis D. Simonds

DENNIS D. SIMONDS L.S. #343



LEGAL DESCRIPTION: Parcel (2)

Description of the centerline of a 10 foot wide easement located in a part of Unit C in NORTH CREEK BUSINESS PARK CONDOMINIUM REGIME and more fully described by metes and bounds as follows:

Referring to the Southwest Corner of said Unit C; thence in a Northwesterly direction on the Southwesterly line of said Unit C and on an assumed bearing of North 29 degrees 11 minutes 06 seconds West for a distance of 39.43 feet to the POINT OF BEGINNING.

THENCE North 62 degrees 32 minutes 37 seconds East for a distance of 120.29 feet.

THENCE North 54 degrees 28 minutes 43 seconds East for a distance of 20.04 feet.

THENCE with a curve turning to the left with an arc length of 49.12 feet, with a radius of 33.85 feet, with a chord bearing of North 39 degrees 50 minutes 21 seconds East, with a chord length of 44.92 feet.

THENCE South 68 degrees 12 minutes 18 seconds West for a distance of 17.88 feet.

THENCE North 22 degrees 11 minutes 40 seconds West for a distance of 40.90 feet.

THENCE North 68 degrees 12 minutes 18 seconds East for a distance of 18.43 feet.

THENCE North 22 degrees 12 minutes 25 seconds West for a distance of 205.99 feet.

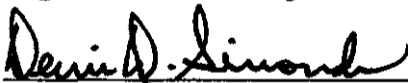
THENCE with a curve turning to the right with an arc length of 111.80 feet, with a radius of 122.63 feet, with a chord bearing of North 15 degrees 08 minutes 57 seconds East, with a chord length of 107.96 feet.

THENCE North 38 degrees 48 minutes 57 seconds East for a distance of 156.25 feet.

THENCE North 51 degrees 14 minutes 47 seconds West for a distance of 180.37 feet to the point of termination of the centerline of said easement, said easement contains 9223 square feet more or less.

I hereby certify the location of the Proposed Easement across the property described above, which was located by me or under my direct supervision.

Signed this 6th day of October, 2009



DENNIS D. SIMONDS L.S. #343

