

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2006-35914

2006 OCT 18 P 4:13

Glenn J. Lawless
REGISTER OF DEEDS

PERMANENT EASEMENT
KNOW ALL MEN BY THESE PRESENTS:

COUNTER W C.E. D
VERIFY an D.E. p
PROOF LM
FEES \$ 168.00
CHECK # _____
CHG. SEC CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____
Stamped copy

THAT BOYER YOUNG EQUITIES V, a Nebraska Limited Liability Company, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Boyer Young Easement Holding Company, as GRANTEE and its assigns, a non-exclusive, perpetual easement, and reasonable access thereto, to erect, operate, maintain, repair and renew poles, wires, cables, conduits and other related facilities, and appurtenances thereof above and below ground, and to extend thereon or therein wires or cable 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 signals provided by a cable television system and/or any other communications system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines of Lots 15 thru 17, inclusive, and Lots 63 thru 73, inclusive, and Lots 209 thru 226, inclusive, and Lots 270 thru 293, inclusive, and Lots 296 thru 310, inclusive, Meridian Park; Lots 1 and 2, Meridian Park Replat One; and, Lots 1 thru 253, inclusive, Meridian Park Replat Two, all as surveyed, platted and recorded in Sarpy County, NE; and an eight-foot (8') wide strip of land abutting the rear boundary lines of all interior lots in said Meridian Park Subdivision; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots in said Meridian Park Subdivision. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

IN WITNESS WHEREOF, GRANTOR has executed this easement on this 17 day of OCTOBER 2006.

GRANTOR:

BOYER YOUNG EQUITIES V,
L.L.C., a Nebraska Company,

By: *Timothy W. Young*

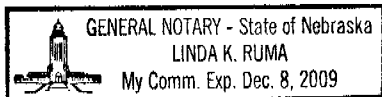
Timothy W. Young, Partner

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Timothy W. Young, Partner in BOYER YOUNG EQUITIES V, L.L.C., a Nebraska Company, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal this 17 day of October 2006.

Linda K. Ruma
Notary Public



See Mr