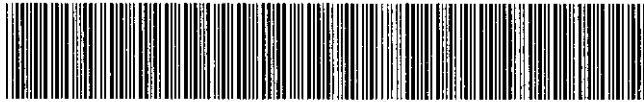




MISC 2003168324

RICHARD TAKECHI
RECORDS & DEEDS



SEP 05 2003 11:58 P 2

RECEIVED

Joint
Revised August 29, 2003

FEE 1050 FB M-40592
 Doc.# _____
 BKP _____ C/O _____ COMP LM
 DEL _____ SCAN _____

JOINT UTILITY EASEMENT

PACESETTER HOMES INC. Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Two (2), Lots Fourteen thru Twenty-three (14-23), Lots Twenty-six thru Thirty (26-30) and Lot Fifty-six (56), all in Walnut Lake Replat I Addition, as surveyed, platted and recorded in Douglas County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the Omaha Public Power District, Qwest Communications, hereafter referred to as "Grantees", and any other company which has been granted a franchise to provide cable television in the area to be subdivided, their successors and assigns, a permanent utility easement to erect, operate, maintain, repair, and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electrical 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 the reception on, over through, under and across the following described real estate, to wit:

See Exhibit "A" on the reverse side hereof for sketch of easement area.

The Grantor hereby grants to said Utilities, their successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip.

Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District.

No permanent buildings or retaining walls shall be placed in the easement area, but the same may be used for gardens, shrubs, landscaping, driveways, roads, parking and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Utilities forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 2 day of SEPTEMBER, 2003.

OWNERS SIGNATURE(S)

Don Van Mowbray
John Rowland
President Homes Inc

RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 % Right of Way 6W/EP1
 444 South 16th Street Mall
 Omaha, NE 68102-2247

CORPORATE ACKNOWLEDGMENT

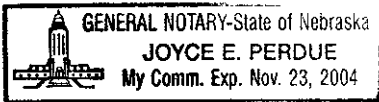
STATE OF NEBRASKA

COUNTY OF SARPY

On this 2 day of September, 2003, before me the undersigned, a Notary Public in and for said County, personally came Wlennis Van Moorlehem Vice President of Facasetter Homes Inc personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) 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.

Joyce E. Perdue
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this 2 day of September, 2003, before me the undersigned, a Notary Public in and for said County and State, personally appeared Wlennis Van Moorlehem personally to me known to be the identical person(s) 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.

Joyce E. Perdue
NOTARY PUBLIC

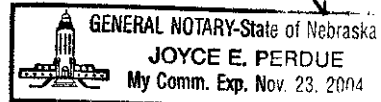


EXHIBIT "A"

