

NORTHWESTERN BELL TELEPHONE COMPANY
COMMUNICATIONS EQUIPMENT BUILDING EASEMENT

BOOK 795 PAGE 167

The undersigned owner(s) of an interest in the real estate described below (Hereinafter called "Owner"), hereby grant(s) and convey(s) to NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa Corporation, its associated and allied companies, its and their respective successors, assigns, lessees, and agents (Hereinafter called "Company") in consideration of the sum of Seven thousand, six hundred and forty four and no/100 Dollars (\$ 7,644.00) received from the Company and of the agreements stated below, a temporary EASEMENT for a structure to house communications equipment and related appurtenances, including pole(s), enclosing fences, with gates, (if any), buried cable or conduit, manholes, surface terminals, and warning markers which will be installed, maintained, reinforced, or removed as the Company may deem necessary for the purpose of exercising the rights herein granted upon, under, across, over and through the following described real estate located in the County of _____

Douglas, State of Nebraska.
More specifically described as:

A tract of land in the N.E. 1/4, Section 15, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the N.W. corner of Lot 154, Windridge Addition; thence S 89°59'53" E a distance of 19.33 feet to the Point of Beginning; thence N 00°00'07" E a distance of 30.0 feet; thence S 89°59'53" E a distance of 60.67 feet; thence S 00°00'07" W a distance of 30.0 feet; thence N 89°59'53" W a distance of 60.67 feet to the Point of Beginning containing 1,820 square feet.

795-15-15-11 KP C/O FEE 26.50
167-170 15-15 DEL 1/14 MC B.C.
Missouri LT 21-2-1992

RECEIVED
1985 NOV 14 PM 2:23
GEORGE A. HENNEY
REGISTERED
DOUGLAS COUNTY, NEBR.

21719 N1543

Together with the following rights:

See Addendum

Signed this 14TH Day of November, 1985,
at OMAHA, NEBRASKA.

WITNESSES:

Charles C. Holt
Northwestern Bell
Telephone Company

OWNER:

KCR CORPORATION
by Bernard E. Kays, Secy.

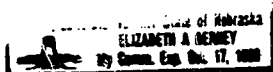
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Nebraska)
COUNTY OF Douglas)

On this the 14th day of November, 1985,
before me, Elizabeth A. Henney the undersigned officer,
personally appeared Bernard E. Kays for KCR Corporation

known to me or satisfactorily proven to be the person(s) whose name(s) is
subscribed to the within instrument and acknowledged that he
executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Elizabeth A. Henney
Notary Public

TERM OF
EASEMENT

1. The initial term of this easement shall be for ten (10) years to commence on the first (1st) day of November 1985 and terminate on the thirty-first (31st) day of October 1995.

OPTION TO
RENEW
EASEMENT

2. Company shall have the option to renew this easement for a five (5) year term commencing at the expiration of the original term hereinabove described. Company shall exercise its option to renew this easement by giving Owner written notice at least two (2) years prior to the expiration of said original term. Said additional term shall be on the same terms and conditions contained in this Easement Agreement except that the consideration shall be negotiated.

Company shall also have the option to renew this easement for another five (5) year term commencing at the expiration of the first renewal term described above. Company shall exercise this option to renew the easement by giving Owner written notice at least one (1) year prior to the expiration of said first renewal term. This additional term shall be on the same terms and conditions contained in this Easement Agreement except that the consideration shall be negotiated.

IMPROVE-
MENTS TO
BE CON-
STRUCTED

3. (a) It is understood and agreed that Company shall construct or have constructed at its sole cost the structure, "Maxihut" in a good and workmanlike manner in accordance with the plans and specifications which are attached hereto and made a part hereof as Exhibit "B."

(b) Owner's choice of Golden Mojave brick facade shall be used on the exterior of the structure. Company shall provide landscaping to complement the area as designated on Exhibit "B".

(c) Company shall install a six foot, wooden fence around the Premises as designated on Exhibit "B".

INSURANCE
BY LESSEE

4. To the fullest extent permitted by law Company shall indemnify and hold harmless Owner from and against all claims, damages, actions, losses, and expenses resulting from Company's construction and operation of the structure and related appurtenances, at the site as designated in Exhibit "A", caused in whole or in part by a negligent act or omission of Company. Company shall provide evidence of such insurance to Owner through a Certificate of Self-Insurance, as designated in Exhibit "C."

REPAIR
AND MAIN-
TENANCE

UTILITIES

NOTICES

SUCCESSORS
OR ASSIGNS

REQUIRE-
MENTS
CONCERNING
EMPLOYMENT
OPPORTU-
NITIES

REPAIR
AND MAIN-
TENANCE

5. Company shall be responsible for all maintenance of the Premises. Company shall maintain and keep in good repair the "Maxihut" and shall be responsible for any repairs or reconstruction required.

UTILITIES

6. Company agrees to pay for all electrical service during the term of this easement and any renewal periods and shall have said utility service recorded in Company's name with the local utility company.

NOTICES

7. All notices and other communications to be given hereunder by either party shall be in writing and shall be mailed, postage prepaid, by certified or registered mail, return receipt requested, to the other (and the date of any notice by certified or registered mail shall be deemed to be the date of certification or registration thereof), delivered or addressed to the parties as follows:

OWNER: KCR Corporation
~~8901 Indian Hills Drive~~ 8900 WEST DODGE ROAD
~~Suite 200~~ % BERNARD KOYEN
Omaha, NE 68114

COMPANY: Northwestern Bell Telephone Company
Attn: Real Estate Marketing
1314 Douglas On-The-Mall, Room 114
Omaha, NE 68102

or at such other address as either party may designate to the other by written notice in the manner provided above.

SUCCESSORS
OR ASSIGNS

8. The terms, covenants and conditions of this easement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors, transferees and assigns.

REQUIRE-
MENTS
CONCERNING
EMPLOYMENT
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9. "Requirements Concerning Minority, Veteran, and Handicapped Employment Opportunities" (Form 3191, subtitled "Attachment To All Contracts For \$2,500 or More") is by this reference incorporated and made part of this easement, both parties hereby recognizing their obligation thereunder.

PROJ. NO. 8515 - NWB

LOCATION 156th Street & Charles Street
Windridge Addition

To The Office of
County Surveyor and Engineer
Douglas County

BOOK 795 PAGE 170

Exhibit "A"

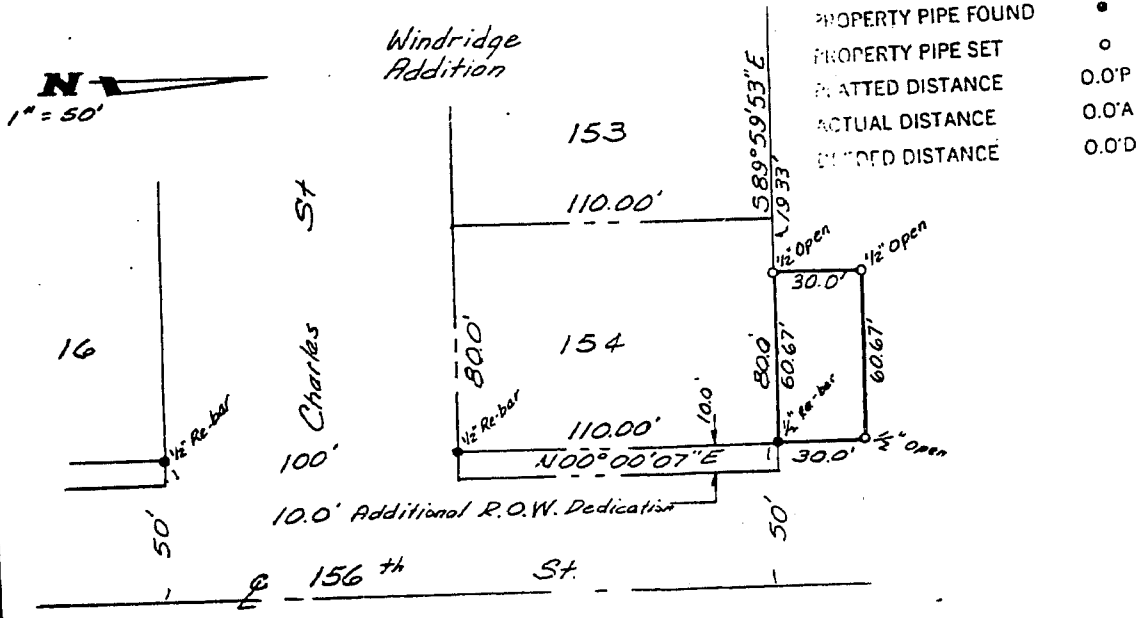
LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

A tract of land in the N.E. 1/4, Section 15, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the N.W. corner of Lot 154, Windridge Addition; thence S 89°59'53" E a distance of 19.33 feet to the Point of Beginning; thence N 00°00'07" E a distance of 30.0 feet; thence S 89°59'53" E a distance of 60.67 feet; thence S 00°00'07" W a distance of 30.0 feet; thence N 89°59'53" W a distance of 60.67 feet to the Point of Beginning containing 1,820 square feet.



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DATE RECEIVED:

Signature of Land Surveyor
Date: August 16, 1985 Reg. No. LS-294
Revised Sept. 27, 1985

OFFICIAL ADDRESS:

BLDG. PERMIT NO.

