

Box  
35

## RESTRICTIVE COVENANTS

\*Plaza

Fifty Joint Venture, a Nebraska general partnership ("Owner"), is the record owner of Lots 1 to 5, inclusive, Spring Valley, an addition to the City of Omaha, Douglas County, Nebraska, filed April 11, 1989 in Book 1847, Page 128, Deed Records, Douglas County, Nebraska (the "Property"). From time to time, one or more of such lots shall be referred to herein by its platted lot number. In consideration of the purchase by Boston Chicken, Inc., a Delaware corporation, of Lot 3, Spring Valley,\*an addition to the City of Omaha, Douglas County, Nebraska ("Lot 3"), Owner does hereby establish the following restrictive covenants affecting the Property and benefiting Lot 3. On or about May 15, 1991, Owner caused to be recorded at Book 967, Page 23 of the Miscellaneous Records of Douglas County, Nebraska, a Declaration (the "Original Declaration") affecting the Property. It is the intent of the Owner that the restrictive covenants established hereby shall be in addition to, and not in conflict with, those restrictions, covenants and easements contained in the Original Declaration. However, to the extent that any of the provisions hereof conflict with those contained in the Original Declaration, the provisions hereof shall control the extent of the conflict.

1. **Restricted Building Areas.** For a period of twenty (20) years from the date of this Agreement, Owner agrees that it will not construct any buildings within that portion of Lot 1 depicted and hatch-marked on Exhibit A attached hereto and designated "No Build Area"; provided, however, Owner shall have the right to erect, maintain and replace one kiosk or ATM within each of such areas.

2. **Rotisserie Chicken Exclusive.** For as long as Lot 3 is being used (except for periods of reconstruction due to damage or destruction or remodeling) as a restaurant whose primary use is the sale of rotisserie chicken, Owner will not sell, lease or use any outlot parcel (as hereafter defined) for use as a restaurant whose primary use is the sale of rotisserie chicken. Nothing herein shall be interpreted to preclude or restrict the sale of rotisserie chicken on any outlot parcel as an incidental use. "Outlot Parcel," as that term is used herein, shall mean Lot 4, Lot 5 and those portions of Lots 1 and 2 which are depicted and cross-hatched on Exhibit A on which a free-standing building containing 5,000 square feet or less has been erected. Except as specifically provided herein, nothing in this Section 2 of this instrument shall be interpreted to preclude or restrict in any way the sale of rotisserie chicken within Lot 1 and any portion of Lot 2 that at any time is not developed as an Outlot Parcel.

In the event Lot 3 is not used as a restaurant whose primary use is the sale of rotisserie chicken for a period of 90 days (except for periods of reconstruction and remodeling as provided above) and the record owner of Lot 1 shall have filed against Lot 3 an affidavit to that effect with the Register of Deeds of Douglas County, Nebraska and delivered (either personally or by recognized courier service) or mailed (by certified mail, return receipt requested) a copy of the provisions of this Section 2, the right to exclusive use and any covenant or restriction contained in this Section 2 affecting the property or any part thereof shall lapse and be of no further force and effect 30 days after such delivery or mailing. Such mailing shall be deemed delivered three

days after deposit with the U.S. Post Office. Any delivery or mailing shall be made to the record owner of Lot 3 to the address to which real estate tax statements are mailed as reflected in the records of the Assessor of Douglas County, Nebraska.

3. **Entrances and Interior Drive.** During the term of this instrument, Owner agrees that, without the prior written consent of the record owner of Lot 3, it (a) will not remove or move the existing entrances situated immediately North of Lot 4 or immediately South of Lot 3 and designated "Permanent Ingress-Egress Easements" on Exhibit A attached; nothing in this subsection (a) shall prevent or restrict Owner from moving such existing entrances to a minor extent, from enlarging such entrances or from building landscaped or other islands or traffic directional devices or controls within or as part of such entrances so long as such move, does not interfere with the intent that such entrances shall remain substantially the same as they exist as of the date hereof; and (b) will not remove or move the interior drive abutting Lots 3 and 4 and depicted and cross-hatched on Exhibit A attached hereto and designated "Lots 3 and 4 Access Drive"; provided, however, nothing herein shall prevent or restrict Owner from enlarging such interior drive or from installing speed bumps or other traffic directional devices or controls.

4. **Access to "F" Street.** During the term of this Agreement, the record owner of Lot 2 agrees that it will not eliminate the Access Drive depicted and crosshatched on Exhibit B attached and designated the "F Street Access Drive" providing access to "F" Street for as long as such "F" Street Access Drive is required by any anchor tenant lease on Lot 1; provided however, nothing in this Section 4 shall prevent or restrict, in any manner, the record owner of Lot 2 from moving, reconfiguring, enlarging or narrowing, changing the directions, contour, or grade of the "F" Street Access Drive, closing the "F" Street Access Drive temporarily due to construction on Lot 2, or from building landscaped or other islands or traffic directional devices or controls, or speed control devices, the intent being that as long as access to "F" Street over Lot 2 is provided, the location and all other aspects of the ownership, construction, placement, maintenance, replacement and use of the "F" Street Access Drive shall be within the sole control of the record owner of Lot 2.

5. **Term.** Except as otherwise specifically provided in this instrument and unless the record owners of Lot 3 and Lot 1 otherwise agree, the term of this instrument shall terminate on the date the Original Declaration terminates.

6. **Dominant and Servient Estates.** Each and all of the easements and rights granted or created here are appurtenances to the applicable portions of the Property and none of the easements and rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For the purposes of the easements and rights, the property benefited will constitute the dominant estate, and the particular area of the Property that is burdened by such easements and rights will constitute the servient estate.

7. **Covenants Run With Land.** Each and all of the covenants, restrictions, and provisions contained in these Restrictive Covenants (whether affirmative or negative in nature) (a) are made for the direct, mutual, and reciprocal benefit of each parcel of land constituting the Property; (b) will create mutual equitable servitudes upon each parcel of land constituting the Property in favor of the land benefited; (c) will bind every person having any fee, leasehold, or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, or provision in question, or that the covenant, restriction, or provision is to be performed on such portion; and (d) will inure to the benefit of the parties and their respective successors and assigns as to their respective parcels of land.

8. **Binding Effect.** This instrument shall be binding upon and inure to the benefit of the successors, assigns, grantees, personal representatives and heirs of Owner and the record owner of Lot 3 and shall run with the land.

9. **Breach and Remedies.**

(a) **Injunctive Relief.** In the event of any violation or threatened violation of any of the terms, restrictions, or covenants provided herein, any person entitled to enforce these Restrictive Covenants will have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(b) **Excuse for Nonperformance.** If performance of any act or obligation of any party is prevented or delayed by act of God, war, labor, disputes, or other cause or causes beyond the reasonable control of such party, the time for the performance of the act or obligation will be extended for the period that such act or performance is delayed or prevented by any such cause.

(c) **Breach Will Not Permit Termination.** It is expressly agreed that no breach or violation hereof will terminate these Restrictive Covenants, but this limitation will not affect, in any manner, any other rights or remedies for any breach hereof.

(d) **Remedies Cumulative.** The specified remedies to which any person entitled to enforce these Restrictive Covenants may resort under the terms hereof are cumulative and are not intended to be exclusive of any other remedies or means of redress available at law or in equity. Failure to insist in any one or more cases upon the strict performance of any of the covenants hereof or to exercise any remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or remedy.

10. **Miscellaneous.** This instrument shall be interpreted according to Nebraska law and may be modified or terminated only with the written consent of the record owner of Lot 1 and the record owner of Lot 3.

Dated as of November 8, 1993.

FIFTY JOINT VENTURE, a Nebraska  
general partnership

By Venture-50, Inc., a Nebraska  
corporation, Partner

By   
Jack W. Baker, President

By ~~LERNER FIFTY PARTNERSHIP~~, a Nebraska  
general partnership, Partner

By   
Jay R. Lerner, Managing Partner

ACKNOWLEDGMENTS

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 1993, by Jack W. Baker, President of Venture-50, Inc., a Nebraska corporation, on behalf of the Corporation, general partner of Fifty Joint Venture, a Nebraska general partnership, on behalf of the Partnership.

Andrea L. Hoogensen  
Notary Public



STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November, 1993, by Jay R. Lerner, Managing Partner of Lerner Fifty Partnership, a Nebraska corporation, on behalf of the Partnership, general partner of Fifty Joint Venture, a Nebraska general partnership, on behalf of Fifty Joint Venture.

Barbara E. Peterson  
Notary Public



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

EXHIBIT "A"  
NO BUILD, ACCESS DRIVE &  
50th STREET ACCESS

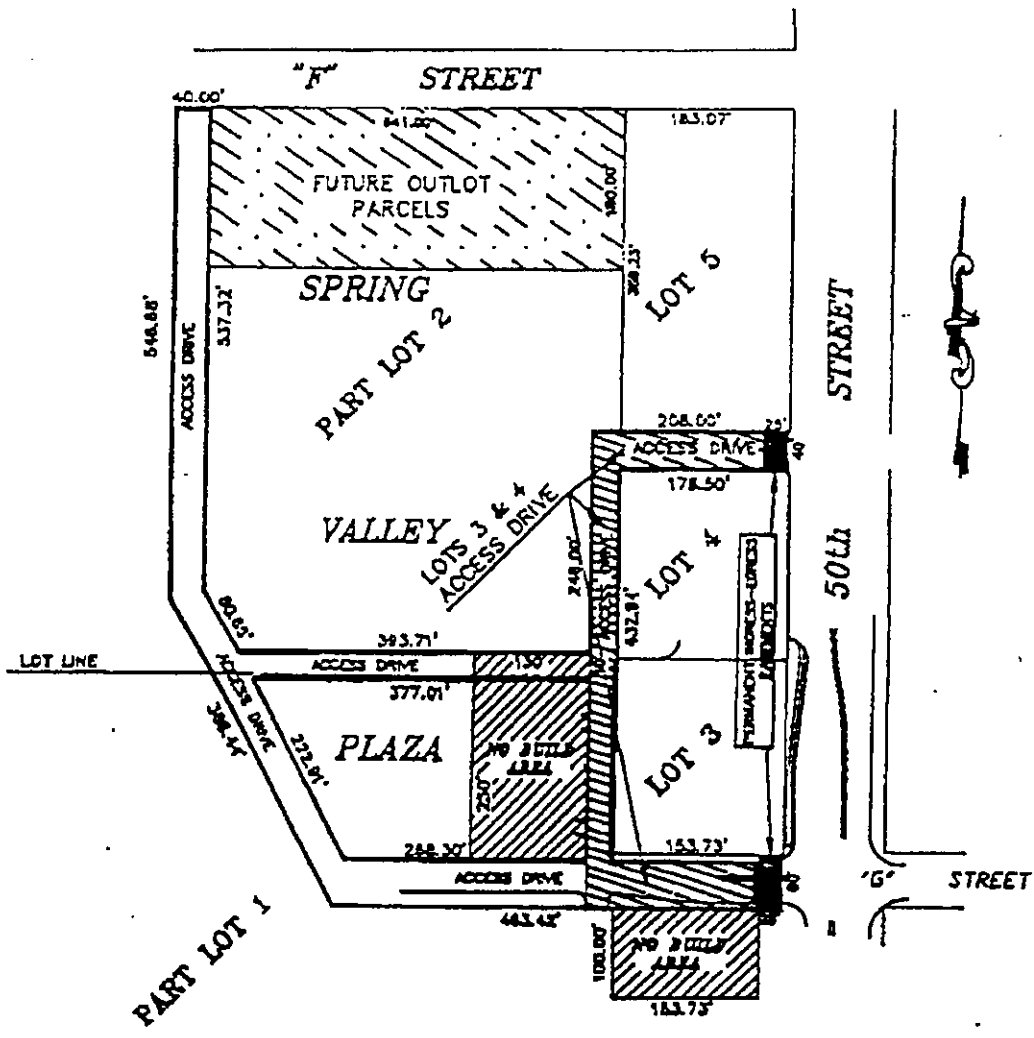
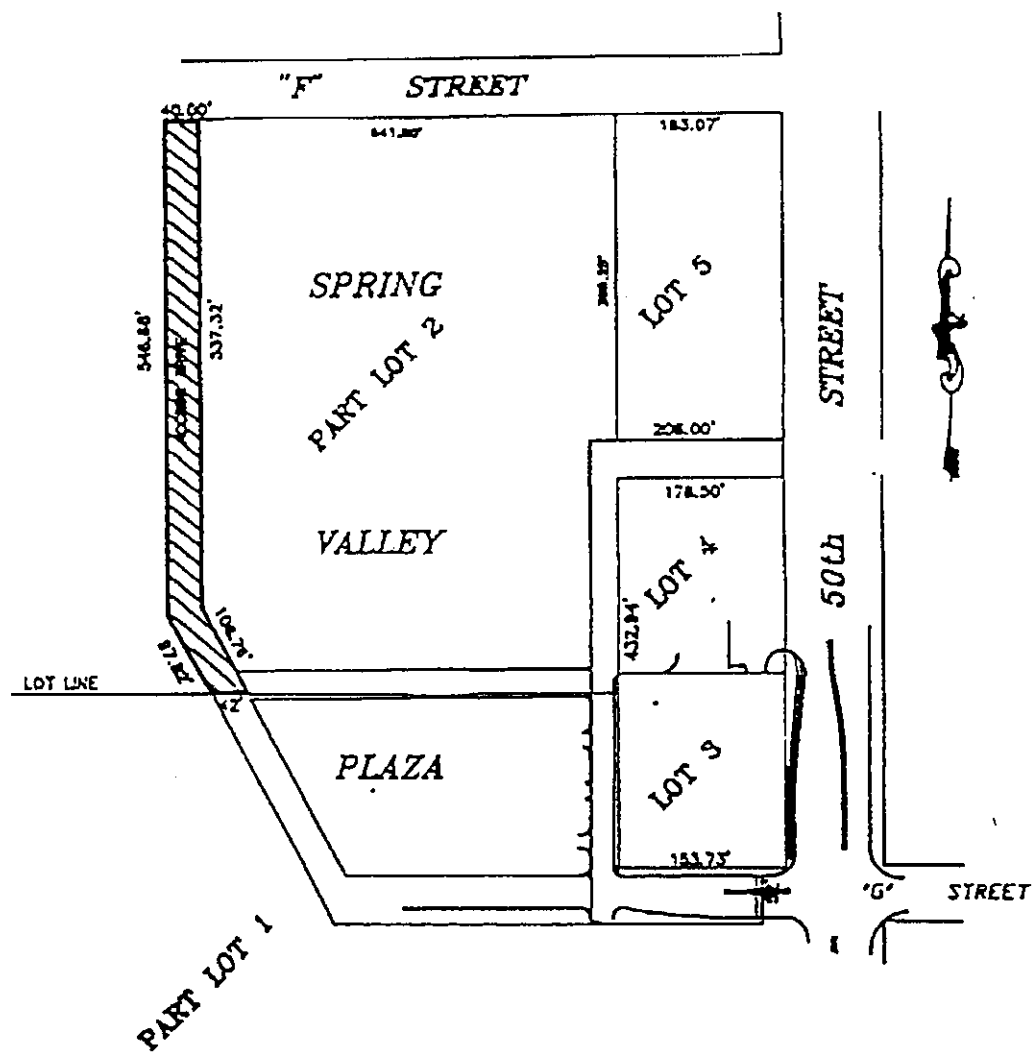


EXHIBIT B

"F" STREET ACCESS



# CONSENT AND SUBORDINATION

THIS CONSENT AND SUBORDINATION (this "Agreement") is executed and delivered by Lutheran Brotherhood, a Minnesota corporation ("Lender") to Fifty Joint Venture, a Nebraska General Partnership ("Owner") covering the premises legally described as Lot 1 and Lot 4 Spring Valley, an addition to the City of Omaha, Douglas County, Nebraska.  
Plaza

Lender herewith consents to the execution of the foregoing Restrictive Covenants by Owner. Further, Lender hereby subordinates the priority and superiority of its combination Deed of Trust, Security Agreement and Fixture Financing Statement dated August 29, 1991 and recorded August 30, 1991, in Mortgage Records, Book 3662, Pages 138-181, Douglas County, Nebraska to the foregoing Restrictive Covenants.

This Consent and Subordination is executed this 11th day of November, 1993.

LUTHERAN BROTHERHOOD

IMPRINTED CORPORATE SEAL  
REGISTER OF DEEDS

By

*Betty M. Keohokalole*

## ACKNOWLEDGMENTS

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 11th day of October, 1993, by Betty M. Keohokalole, Assistant Vice President, on behalf of Lutheran Brotherhood, a Minnesota Corporation.



*Patricia A. Steffen*  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

305684  
CASH BK 1103 RC Dmp FB 47-15440  
TYPE Mue PG 158-165 C/O COMP P SCAN mo  
FEE 42.50 OF Mue LEGL PG MC FV  
01/65437.1

RECEIVED  
Nov 18 3 16 PM '93  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DODGE COUNTY, MN





1211 687 MISC



06633 97 687-691

RECEIVED

AM

JUN 5 9 24 AM '97

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

A  
6633  
47-36763

FEE	2600	R	FB
DEL.		C/O	COMP
LEGAL PG		SCANDS	FV

## AGREEMENT

This is an Agreement between Fifty Joint Venture, a Nebraska General Partnership (the "Joint Venture"), and Alsam Enterprises, L.L.C., a Nebraska Limited Liability Company ("Alsam").

### PRELIMINARY STATEMENT

The Joint Venture is the owner of Lots 2 and 6, Spring Valley, a subdivision in Douglas County, Nebraska (individually "Lot 2" and "Lot 6"). As a result of an administrative lot line adjustment approved by the City of Omaha involving Lot 2 and Lot 6, the West 104.21 feet of Lot 2 has been added to and become a part of Lot 6, will be known as Lot 1 Spring Valley Replat I, and is depicted on Exhibit A attached hereto and incorporated herein ("Lot 1 Replat I"). Lot 2 (excluding the West 104.21 feet) will be known as Lot 2 Spring Valley Replat I and is depicted on Exhibit A attached hereto and incorporated herein. ("Lot 2 Replat I").

Alsam is about to acquire or has acquired from the Joint Venture Lot 1 Replat 1.

For the purpose of complying with (i) the Memorandum of Lease between the Joint Venture, as Landlord, and American Drug Stores, Inc., formerly known as Osco Drug, Inc., as Tenant, recorded in Book 886 Page 522 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska ("Osco Memorandum"), (ii) the Memorandum of Lease between the Joint Venture, as Landlord, and Baker's Supermarkets, Inc., as Tenant, recorded in Book 888 Page 208 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska ("Baker's Memorandum"), and (iii) confirming other agreements and matters more specifically described below, the Parties have entered into this Agreement.

### TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement which is repeated in its entirety in this portion of this Agreement, and in consideration of the Joint Venture's conveyance of Lot 1 Replat I, and other valuable consideration, the Parties agree as follows:

1. Effective the date of this Agreement, Alsam, for itself and its grantees, successors, assigns, heirs and personal representatives, acknowledges, affirms and agrees that the easterly 104.21 feet of Lot 1 Replat I (formerly the West 104.21 feet of Lot 2) shall be subject to the terms, provisions, restrictions and covenants contained or described in the Osco Memorandum and the Baker's Memorandum.
2. Alsam, for itself and its grantees, successors, assigns, heirs and personal representatives, acknowledges and agrees that it has not acquired nor has any interest in, by reason of its acquisition of Lot 1 Replat I or the West 104.21 feet of Lot 2 or the

9704404

-41-

administrative lot line adjustment described in this Agreement, any easements, claims, rights, or licenses benefiting the easterly 104.21 feet of Lot 1 Replat I (formerly the West 104.21 feet of Lot 2) created or existing under that certain Declaration recorded on June 14, 1991 in Book 967 Page 23 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska ("Declaration") and by its execution hereof (i) releases, waives and quitclaims to the Joint Venture any right, title, interest or claim in and to any such easements, claims, rights or licenses created or existing under the Declaration, and (ii) agrees not to exercise, convey, assign, use in any manner, permit anyone else to use or exercise in any manner any easement, claim, right, or license created or existing under the Declaration.

The Joint Venture as the record owner of Lot 2 Replat I acknowledges and agrees that the easterly 104.21 feet of Lot 1 Replat I is not bound by nor restricted in anyway by the Declaration.

The Parties' intent is that the easterly 104.21 feet of Lot 1 Replat I shall be treated and considered as though it had never been a part of Lot 2 and had been originally included as part of Lot 6.

3. The covenants and restrictions contained in this Agreement shall run with the land and shall inure to the benefit of and be binding on the heirs, personal representatives, successors and assigns of the Parties. This Agreement shall be construed according to Nebraska law. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions of this Agreement.

FIFTY JOINT VENTURE, a Nebraska  
General Partnership

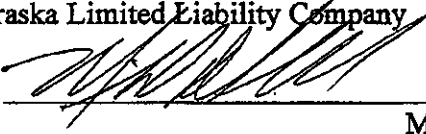
By: Venture-50, Inc., a Nebraska  
Corporation

By:   
Jeffrey M. Keating, Vice President

By: Lerner Fifty, a Nebraska General  
Partnership

By:   
Partner

ALSAM ENTERPRISES, L.L.C., a  
Nebraska Limited Liability Company

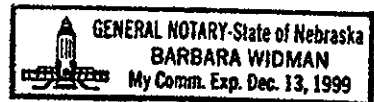
By:   
Manager

ACKNOWLEDGMENTS

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on this 23<sup>rd</sup> day of May, 1997, by Jeffrey M. Keating, Vice President of Venture-50, Inc., a Nebraska Corporation, on behalf of the Corporation, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.

Barbara Widman  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me on this 23<sup>rd</sup> day of May, 1997, by Jay R. Lerner, Partner of Lerner Fifty, a Nebraska General Partnership, on behalf of the Partnership, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.

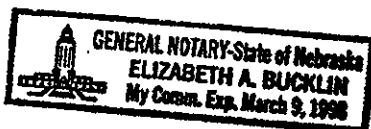
Barbara Widman  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me on this 23 day of May, 1997, by Michael C. Buck Manager of Alsam Enterprises, L.L.C., a Nebraska Limited Liability Company, on behalf of the Company.



Elizabeth A. Bucklin  
Notary Public

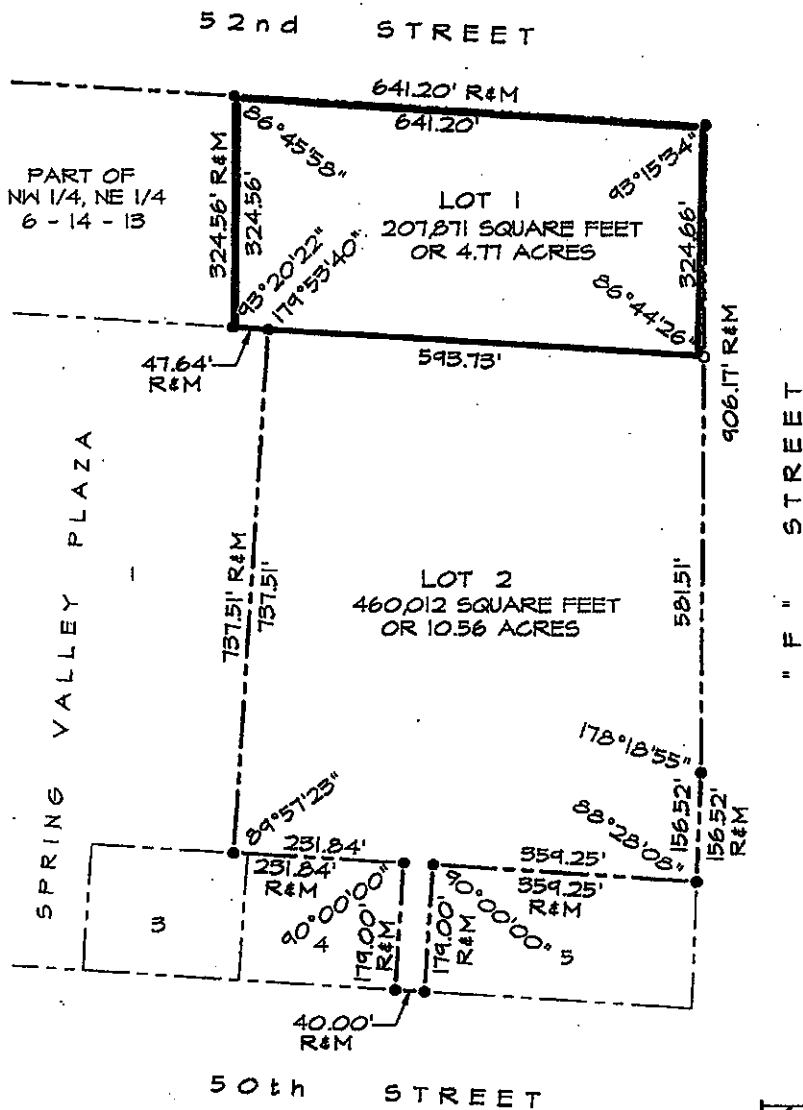
NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

# LEGEND

- corners found
- corners set
- R recorded distance
- M measured distance
- otp open top pipe

ADDRESS, LOT 1 \_\_\_\_\_

ADDRESS, LOT 2 \_\_\_\_\_



SCALE 1" = 200'

SHEET 2 of 2

THE LERNER COMPANY

TD2 JOB NO. 73B-117-2A

MARCH 17, 1997

THOMPSON, DREESSEN &amp; DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68134, 402-330-8860

3165

RECEIVED

JUN 19 3 42 PM '97

RICHARD M. TAKECHI  
REGISTERED CLERK  
DOUGLAS COUNTY, NE



EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 18 day of June, 1997,  
between ALSAM ENTERPRISES, L.L.C., a Nebraska Limited Liability Company,  
("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a  
Municipal Corporation, ("Grantee"),

WITNESS:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and  
other valuable consideration, receipt of which is hereby acknowledged, does  
hereby grant to Metropolitan Utilities District of Omaha, its successors and  
assigns, an easement and right-of-way to lay, maintain, operate, repair, relay  
and remove, at any time, pipelines for the transportation of gas and all  
appurtenances thereto, together with the right of ingress and egress on, over,  
under and through lands described as follows:

PERMANENT EASEMENT

A tract in Spring Valley Plaza Replat 1, a subdivision,  
as surveyed, platted and recorded in Douglas County,  
Nebraska, and described as follows:

The southerly twenty (20) feet of Lot One (1).

This permanent easement contains 0.101 of an acre,  
more or less, and is shown on the drawing attached  
hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Easement and Right-of-Way to Grantee,  
Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor and its successors and assigns shall not at any time  
erect, construct or place on or below the surface of the easement tract any  
building or structure, except pavement and similar covering, and shall not permit  
anyone else to do so.
2. The Grantee shall restore the surface of any soil excavated for any  
purpose hereunder, as nearly as is reasonably possible to its original contour  
within a reasonable time after the work is performed.
3. Nothing herein shall be construed to waive any right of Grantor or duty  
and power of Grantee respecting the ownership, use, operations, extensions and  
connections to any pipeline constructed and maintained hereunder.
4. The Grantor is a lawful possessor of this real estate; has good right  
and lawful authority to make such conveyance; and Grantor and its successors  
and assigns shall warrant and defend this conveyance and shall indemnify and  
hold harmless Grantee forever against claims of all persons asserting any right,  
title or interest prior to or contrary to this conveyance.

Pls return to -  
R. OWENS  
M.U.D.  
1723 HARVEY ST.  
OMAHA 68102

2394<sup>7</sup> 41-36763  
FEE 15.50 FB  
DEL. C/O COMP VP  
LEGAL PG SCAM x FV

5. The person executing this instrument represents that he has authority to execute it on behalf of the corporation.

IN WITNESS WHEREOF, Grantor executes this Easement and Right-of-Way to be signed on the above date.

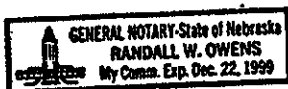
ALSAM ENTERPRISES, L.L.C., a  
Nebraska Limited Liability Company,  
Grantor


By:   
Michael D. Abdouch, Manager

ACKNOWLEDGMENT

STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on JUNE 18,  
1997, by Michael D. Abdouch, Manager of ALSAM ENTERPRISES, L.L.C., a  
Nebraska Limited Liability Company, on behalf of the limited liability company.



  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

METROPOLITAN  
UTILITIES  
DISTRICT  
OMAHA, NEBRASKA

EASEMENT  
ACQUISITION

FOR  
GS4600

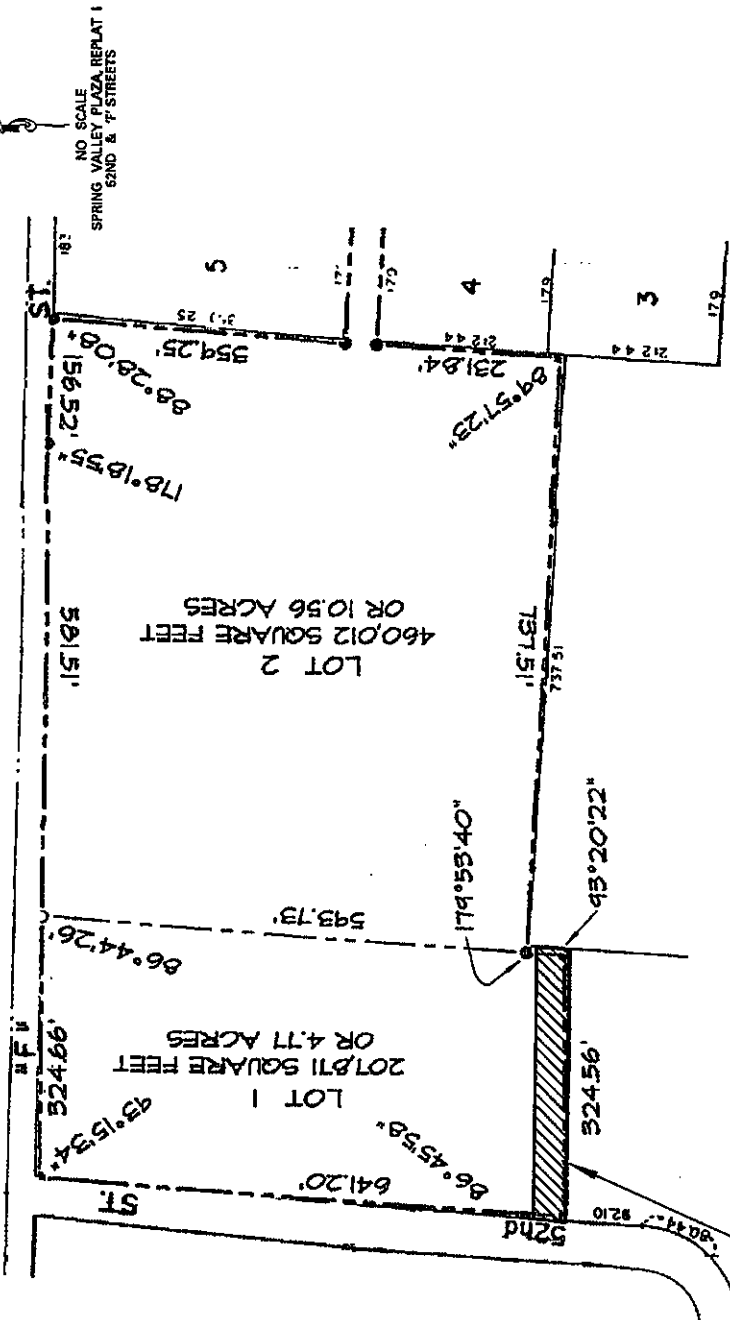
LAND OWNER  
MIKE ABDOUCH

TOTAL ACRE  
PERMANENT .101 ±  
TOTAL ACRE  
TEMPORARY -

LEGEND  
PERMANENT EASEMENT

PAGE 1 OF 1

DRAWN BY SLH  
DATE 5/3/97  
CHECKED BY  
DATE  
APPROVED BY  
DATE  
REVISED BY  
DATE  
REV. CHK'D. BY  
DATE  
REV. APPROV. BY  
DATE



RECEIVED  
JUN 16 1997

LAW DEPT



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

RECEIVED  
Nov 14 10 13 AM '97  
RICHARD W. KECHI  
REG. CLERK  
DOUGLAS COUNTY, NE



BKUG

Doc.# \_\_\_\_\_

November 10, 1997

## RIGHT-OF-WAY EASEMENT

ALSAM ENTERPRISES LLC

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

Lot One (1), Spring Valley Plaza Replat 1, 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, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

(See reverse side hereof for sketch of easement area.)

### CONDITIONS:

The Grantor hereby grants to the District, its 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. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

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 District 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 11<sup>th</sup> day of November, 1997

OWNERS SIGNATURE(S)

  
MICHAEL D. ABDOUCH  
MEMBER ALSAM ENTERPRISES LLC

< COMPLETE ACKNOWLEDGMENT ON REVERSE SIDE HEREOF >

14500.1 47-36763  
FEE 10.00 FB \_\_\_\_\_  
BKP CC C/O \_\_\_\_\_ COMP 10  
DEL \_\_\_\_\_ SCAN dr FV \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

On this 11th day of November, 19 97, before me the undersigned, a Notary Public in and for said County, personally came

Michael D. Abdouch

President Member of Alsam Enterprises LLC

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 a voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

*Larry J. Hagan*  
NOTARY PUBLIC



**INDIVIDUAL ACKNOWLEDGMENT**

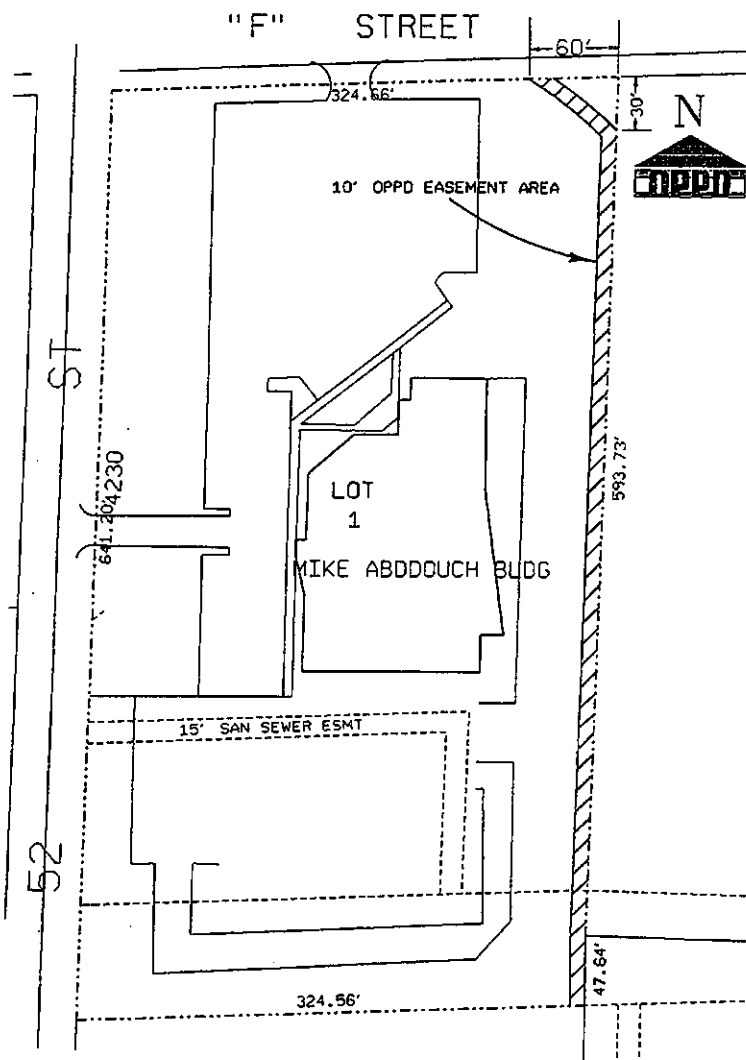
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

personally to me known to be the identical person(s) 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.

\_\_\_\_\_  
NOTARY PUBLIC



Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_ Property Management \_\_\_\_\_ Date \_\_\_\_\_  
Section NE 6 Township 14 North, Range 13 East  
Salesman Citta Engineer Broschat Est# 970128301 W.O.# M14565

RECEIVED

Books 8, 9, 10, 11,  
12, 13, & 14

THIS INSTRUMENT, made this 10th day of April 1961 between

Frank J. Wear  
parties of the first part, and the City of Omaha, Nebraska, a Municipal Corporation, party of the second part, WHEREAS:

Said parties of the first part in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, as hereinafter set forth, have hereby granted, sell, convey and confirm unto said party of the second part and their assigns forever, the right to use, construct, build, lay and maintain a sanitary or storm sewer pipe for the passage of surface water and storm water over and under the parcel of land described as follows, to-wit: The South 1/4 of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 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1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191



October 31, 1989

City of Omaha  
P.J. Morgan, Mayor  
Public Works Department

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 601  
Omaha, Nebraska 68183-0601  
(402) 444-5220

Louis E. Lamberty, P.E.  
Director

Honorable President

and Members of the City Council,

Transmitted herewith is a Resolution releasing easements granted to the City of Omaha in the platting of Harpers Acres for sanitary and storm sewers and related drainage area south of "F" Street west of 50th Street. As the property is now developing, modifications to storm drainage facilities for better use of the land has necessitated the relocation of these facilities.

The easements originally granted may, therefore, be released. The easements to be released were recorded in the Register of Deeds Office, Miscellaneous Book ~~200~~, Page ~~349~~, on April 10, 1961. Easements appropriate for existing development conditions have been obtained to replace the easements being released.

The Public Works Department requests your consideration and recommends your approval of this Resolution.

Sincerely,

Referred to City Council for Consideration:

Louis E. Lamberty  
Director

Mayor's Office/Title

4127y

*20797 J. Marc*  
~~S 40' Lot 14, Harpers Acres~~  
NKA Lts 1-6 Spring Valley Plz

UN 907 N 27-145 CJO 13 FEE 13  
P dd-667 N                      DEL VK MC WS  
OF Mar 13 COMP X8 F/B 47-15440

36767

RECEIVED

DEC 13 2 51 PM '89

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

(L)

EASEMENT

Fifty Joint Venture, a Nebraska General Partnership, ("Grantor"), for valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to the City of Omaha, a Municipal Corporation organized and existing under the laws of the State of Nebraska, ("Grantee") (1) a non-exclusive easement for the placement, construction, maintenance and replacement of a storm sewer for the drainage of storm waters under the parcel of real estate designated Parcel "A" as depicted and legally described on Exhibit "1" annexed and incorporated herein by this reference, and (2) a non-exclusive easement for the placement, construction, maintenance and replacement of a storm sewer for the drainage of storm waters under the parcel of real estate designated Parcel "B" and depicted and legally described on Exhibit "1" annexed and incorporated herein by this reference. Parcel A and Parcel B are referred to collectively as the "Easement Areas".

Grantee agrees to repair, replace and restore the Easement Areas and any surrounding affected areas should the City's exercise of the easements granted herein require that the City remove, disrupt, or destroy any permitted improvements on the Easement Areas. Provided however, Grantee shall not be responsible for replacing any buildings or any trees within the Easement Areas.

The Easements granted hereby shall be perpetual and shall run with the land and may be terminated only by a written instrument recorded with the Register of Deeds of Douglas County, Nebraska executed by the then Owner of record of the Easement Area affected and the Grantee or its successors or assigns.

Grantor hereby reserves for itself, its successors, assigns, lessees, sublessees and their respective employees, agents, contractors, licensees, and invitees the right to use the Easement Areas for all purposes except those purposes for which the Easements evidenced hereby are granted to the Grantee. The Grantor agrees that no portion of the Easement Areas shall be improved with any building or permanent structure. The Grantee hereby expressly acknowledges the right of Grantor and its successors, assigns, lessees, and sublessees to improve the Easement Areas with landscaping, concrete, asphalt, and other surfacing materials.

Grantor, for itself and its successors and assigns hereby reserves the right to relocate at its sole cost and expense the Easement Areas. In the event it elects to relocate either or both of such Easement Areas, Grantor shall notify the Grantee in writing of its intent to do so and as part of such written notification shall provide the Grantee with plans and specifications for such relocation. Provided however, such relocation shall not take place without the written consent of Grantee which shall be premised only upon sound engineering judgment and which will not be unreasonably withheld or delayed.

Executed and dated as of this 4<sup>th</sup> day of April, 1989.

FIFTY JOINT VENTURE, a  
Nebraska General Partnership

By: Venture-50 Inc.

By: Lerner Fifty, a Nebraska  
General Partnership

By: Jack W. Baker  
Jack W. Baker, President

By: Jay R. Lerner  
Jay R. Lerner, Managing Partner

RECEIVED

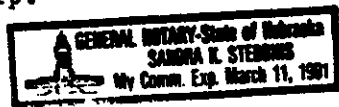
1989 APR 11 PM 3:04

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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JA 883 N C/O FEE 15.  
PG 54-56 N DEL 11 MC WC  
OF 1150 COMP F/B 47-36767

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1989 by Jack W. Baker, President of Venture-50, Inc., a Nebraska Corporation, on behalf of the Corporation, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



Sandra K. Stebbins  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 1989 by Jay R. Lerner, Managing Partner of Lerner Fifty, a Nebraska General Partnership, on behalf of the Partnership, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



Pamela S. Yorty  
Notary Public



Parcel A:

Answer

153-113

rev. nov. 15, 1988

RECEIVED

1989 APR 11 PM 3:04

EASEMENTGEORGE J. SUGLEWICZ  
REGISTER OF DEEDS

Fifty Joint Venture, a Nebraska General Partnership, for valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to the City of Omaha, a Municipal Corporation organized and existing under the laws of the State of Nebraska, ("Grantee") a non-exclusive easement for the placement, construction, maintenance and replacement of a sanitary sewer under the parcel of real estate (the "Easement Area") more particularly described and depicted on Exhibit A annexed and incorporated herein by this reference.

Grantee agrees to repair, replace and restore the Easement Area and any surrounding affected areas should the City's exercise of the easement granted herein require that the City remove, disrupt, or destroy any permitted improvements on the Easement Area. Provided however, the Grantee shall not be responsible for repairing any buildings or trees within the Easement Area.

This Easement shall be perpetual and shall run with the land and may be terminated only by a written instrument recorded with the Register of Deeds of Douglas County, Nebraska executed by the then Owner of record of the Easement Area and the Grantee or its successors or assigns.

Grantor hereby reserves for itself, its successors, assigns, lessees, sublessees and their respective employees, agents, contractors, licensees, and invitees the right to use the Easement Area for all purposes except those purposes for which this Easement is granted to the Grantee. The Grantor agrees that no portion of the Easement Area shall be improved with any building or permanent structure. The Grantee hereby expressly acknowledges the right of Grantor and its successors, assigns, lessees, and sublessees to improve the Easement Area with landscaping, concrete, asphalt, and other surfacing materials.

Grantor, for itself and its successors and assigns hereby reserves the right to relocate at its sole cost and expense the Easement Area. In the event it elects to relocate such Easement Area, Grantor shall notify the Grantee in writing of its intent to do so and as part of such written notification shall provide the Grantee with plans and specifications for such relocation. Provided however, such relocation shall not take place without the written consent of Grantee which shall be premised only upon sound engineering judgment and which shall not be unreasonably withheld or delayed.

Executed and dated as of this 4<sup>th</sup> day of April, 1989.

FIFTY JOINT VENTURE, a  
Nebraska General Partnership

By: Venture-50 Inc.

By: Lerner Fifty, a Nebraska  
General Partnership

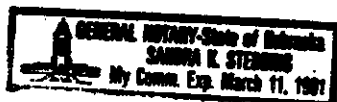
By: Jack W. Baker  
Jack W. Baker, President

By: Jay R. Lerner  
Jay R. Lerner, Managing Partner

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

# 883 C/O FEE 15.<sup>50</sup>  
PG 57-59 N DEL 14 MC We  
OF 4150 COMP F/B 47-36747

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1989 by Jack W. Baker, President of Venture-50, Inc., a Nebraska Corporation, on behalf of the Corporation, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



Sandra K. Stebbins  
Notary Public

5611  
7. mae

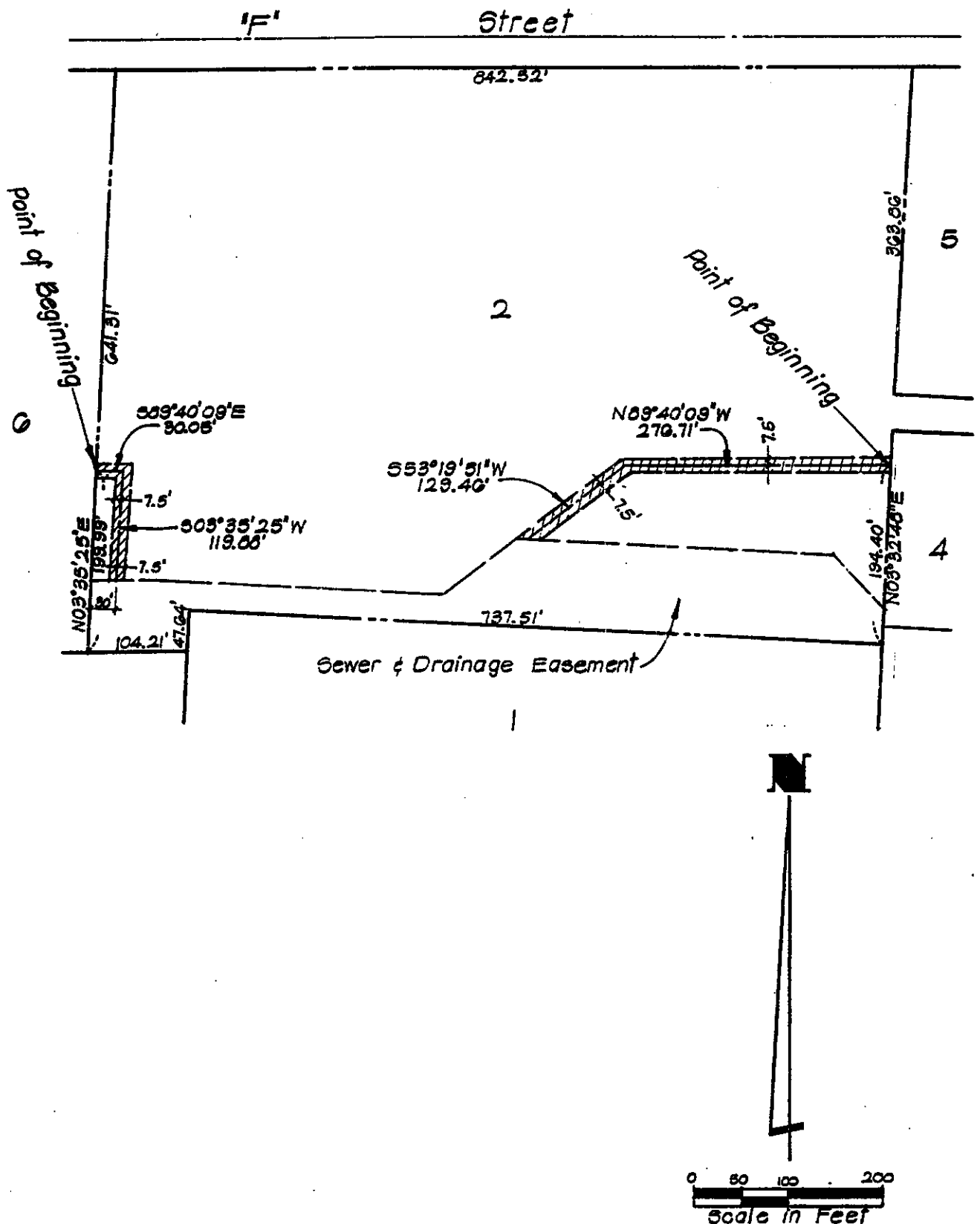


STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 4th day of April, 1989 by Jay R. Lerner, Managing Partner of Lerner Fifty, a Nebraska General Partnership, on behalf of the Partnership, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



Pamela S. Yorty  
Notary Public



**Legal Description:** (Permanent Sanitary Sewer Easement)

A 15.00 foot wide permanent Sanitary Sewer Easement located in Lot 2, Spring Valley Plaza, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, 7.50 feet either side of the following described centerline: Commencing at the SE corner of said Lot 2; thence N03°32'48"E (assumed bearing) 194.40 feet on the East line of said Lot 2 to the point of beginning; thence N89°40'09"W 276.71 feet; thence S53°19'51"W 129.46 feet to the point of termination, also commencing at the SW corner of said Lot 2; thence N03°35'25"E 199.99 feet on the West line of said Lot 2 to the point of beginning; thence S89°40'09"E 30.05 feet; thence S03°35'25"W 119.88 feet on a line 30.00 feet East of and parallel to the West line of said Lot 2 to the point of termination.

Exhibit A

RECEIVED

1989 APR 11 PM 3:05

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.EASEMENT

Fifty Joint Venture, a Nebraska General Partnership, ("Grantor"), for valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to the City of Omaha, a Municipal Corporation organized and existing under the laws of the State of Nebraska, ("Grantee") a non-exclusive easement for the placement, construction, maintenance and replacement of a sanitary sewer under the parcel of real estate (the "Easement Area") more particularly described and depicted on Exhibit A annexed and incorporated herein by this reference.

Grantee agrees to repair, replace and restore the Easement Area and any surrounding affected areas should the City's exercise of the easement granted herein require that the City remove, disrupt, or destroy any permitted improvements on the Easement Area. Provided however, the Grantee shall not be responsible for repairing any buildings or trees within the Easement Area.

This Easement shall be perpetual and shall run with the land and may be terminated only by a written instrument recorded with the Register of Deeds of Douglas County, Nebraska executed by the then Owner of record of the Easement Area and the Grantee or its successors or assigns.

Grantor hereby reserves for itself, its successors, assigns, lessees, sublessees and their respective employees, agents, contractors, licensees, and invitees the right to use the Easement Area for all purposes except those purposes for which this Easement is granted to the Grantee. The Grantor agrees that no portion of the Easement Area shall be improved with any building or permanent structure. The Grantee hereby expressly acknowledges the right of Grantor and its successors, assigns, lessees, and sublessees to improve the Easement Area with landscaping, concrete, asphalt, and other surfacing materials.

Grantor, for itself and its successors and assigns hereby reserves the right to relocate at its sole cost and expense the Easement Area. In the event it elects to relocate such Easement Area, Grantor shall notify the Grantee in writing of its intent to do so and as part of such written notification shall provide the Grantee with plans and specifications for such relocation. Provided however, such relocation shall not take place without the written consent of Grantee which shall be premised only upon sound engineering judgment and which shall not be unreasonably withheld or delayed.

Executed and dated as of this 4<sup>th</sup> day of April, 1989.

FIFTY JOINT VENTURE, a  
Nebraska General Partnership

By: Venture-50 Inc.

By: Lerner Fifty, a Nebraska  
General Partnership

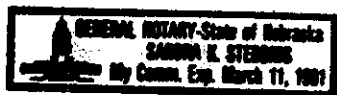
By Jack W. Baker  
Jack W. Baker, President

By Jay R. Lerner  
Jay R. Lerner, Managing Partner

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

SK 883 C/O FEE 15.  
PG 66-68 N DEL 1N MC WC  
OF TRAC v COMP FIB 47 - 36767

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1989 by Jack W. Baker, President of Venture-50, Inc., a Nebraska Corporation, on behalf of the Corporation, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.

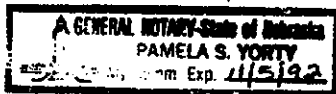


Sandra K. Stebbins  
Notary Public

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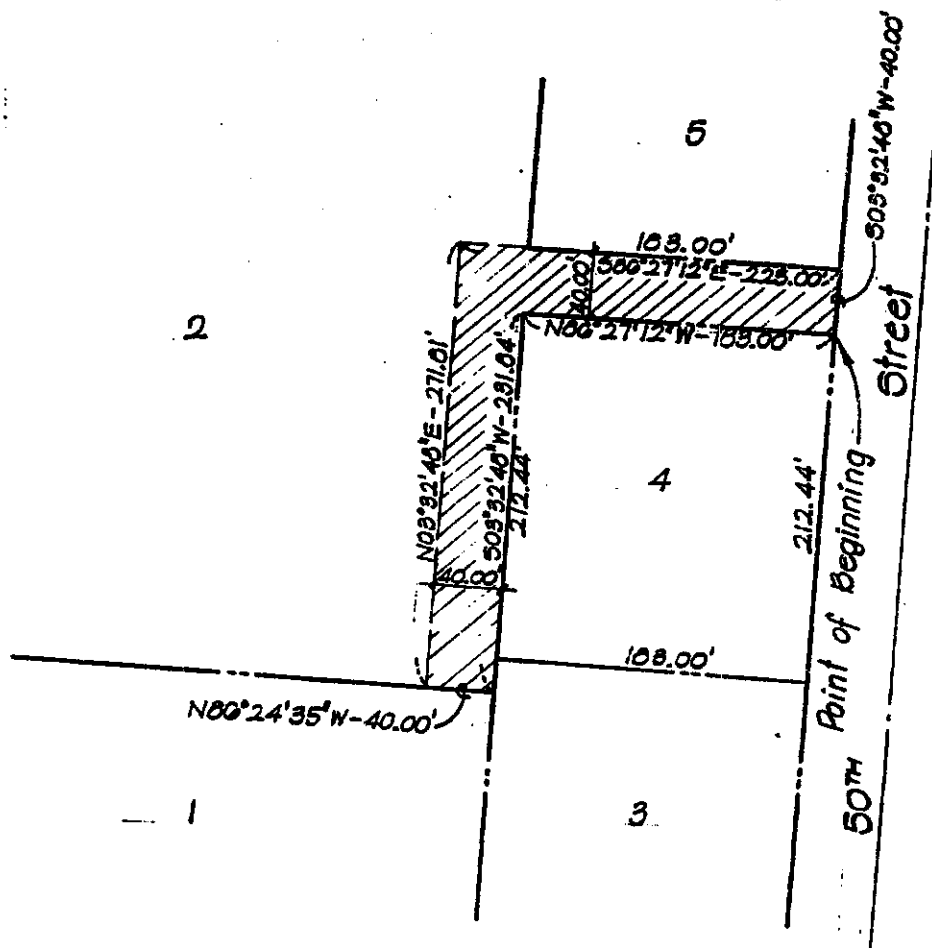
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 4th day of April, 1989 by Jay R. Lerner, Managing Partner of Lerner Fifty, a Nebraska General Partnership, on behalf of the Partnership, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



Pamela S. Yorty  
Notary Public

9-13-89

Legal Description:

That part of Lot 2, Spring Valley Plaza, as surveyed, platted, and recorded in Douglas County, Nebraska described as follows: Beginning at the N.E. corner of Lot 4, said Spring Valley Plaza; thence  $N86^{\circ}27'12''W$  183.00 feet on the North line of said Lot 4 to the N.W. corner of said Lot 4; thence  $S03^{\circ}32'48''W$  231.84 feet on the West line of said Lot 4 to the N.E. corner of Lot 1, said Spring Valley Plaza; thence  $N86^{\circ}24'35''W$  40.00 feet on the North line of said Lot 1; thence  $N03^{\circ}32'48''E$  271.81 feet on a line 40.00 feet West of and parallel to the West line of Lot 4, said Spring Valley Plaza to the Westerly extension of the South line of Lot 5, said Spring Valley Plaza; thence  $S86^{\circ}27'12''E$  223.00 feet on the South line of said Lot 5 and its Westerly extension to the S.E. corner of said Lot 5; thence  $S03^{\circ}32'48''W$  40.00 feet on the East line of said Lot 2 to the point of beginning.

Exhibit A

133-113

File \_\_\_\_\_  
Doc. \_\_\_\_\_

March 28, 1990

I, Fifty Joint Venture Owner(s)  
do hereby grant to the GRAND PUBLIC POWER DISTRICT, a public corporation, its successors and assigns  
of the real estate described as follows, and hereafter referred to as "Grantor".

See the Reverse Side hereof for Legal Descriptions of Land Affected

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 GRAND PUBLIC POWER DISTRICT, a public corporation, its successors and assigns referred to as "Grantor", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, open, over, along and under the following described real estate, to wit:

A strip of land Ten Feet (10') in width being Five Feet (5') parallel and abutting each side of the centerline of District's facilities as constructed on Lots 1 & 2 Spring Valley Plaza

(See exhibit attached for easement areas herein granted.)

935 CJO FEE 116.<sup>00</sup>  
353-355 Comp only DEL VK-MO  
Type COMP FIB 41-36767

RECEIVED  
Aug 23 2 16 PM '90  
REGISTRY OF DEEDS  
DOUGLAS COUNTY, NE

CONDITIONS: The Grantor hereby grants to the District, its 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. The Grantor understands that a single pole-and-appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/she/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 District forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 13th day of August, 19 90.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fifty Joint Venture, a Nebraska general partnership  
By: Lerner Fifty Partnership Partner  
By: Jay R. Lerner, Partner

Distribution Engineer \_\_\_\_\_ Date \_\_\_\_\_

Property Management JSR Date 8-18-90

NE 1/4 Section 6 Township 14 North, Range 13 East

Salesman Duckworth Engineer Broschat Est. # 8900180 v.o. # 5551  
8900179

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE

CORPORATE ACKNOWLEDGEMENT

BOOK 935 PAGE 354

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me the undersigned, a Notary Public in and  
for said County, personally came \_\_\_\_\_

President of \_\_\_\_\_

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  
voluntary act and deed for  
the purpose therein expressed.

Witness my hand and Notarial Seal at \_\_\_\_\_  
in said County the day and year  
last above written.

STATE OF

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me the undersigned, a Notary Public in and  
for said County and State, personally appeared \_\_\_\_\_

personally to me known to be the identical person(s)  
and who acknowledged the execution thereof to be  
voluntary act and deed for  
the purpose therein expressed.

Witness my hand and Notarial Seal the date above  
written.

NOTARY PUBLIC

NOTARY PUBLIC

Lots 1 and 2 Spring Valley Plaza, a subdivision in Douglas County, Nebraska. *JK*

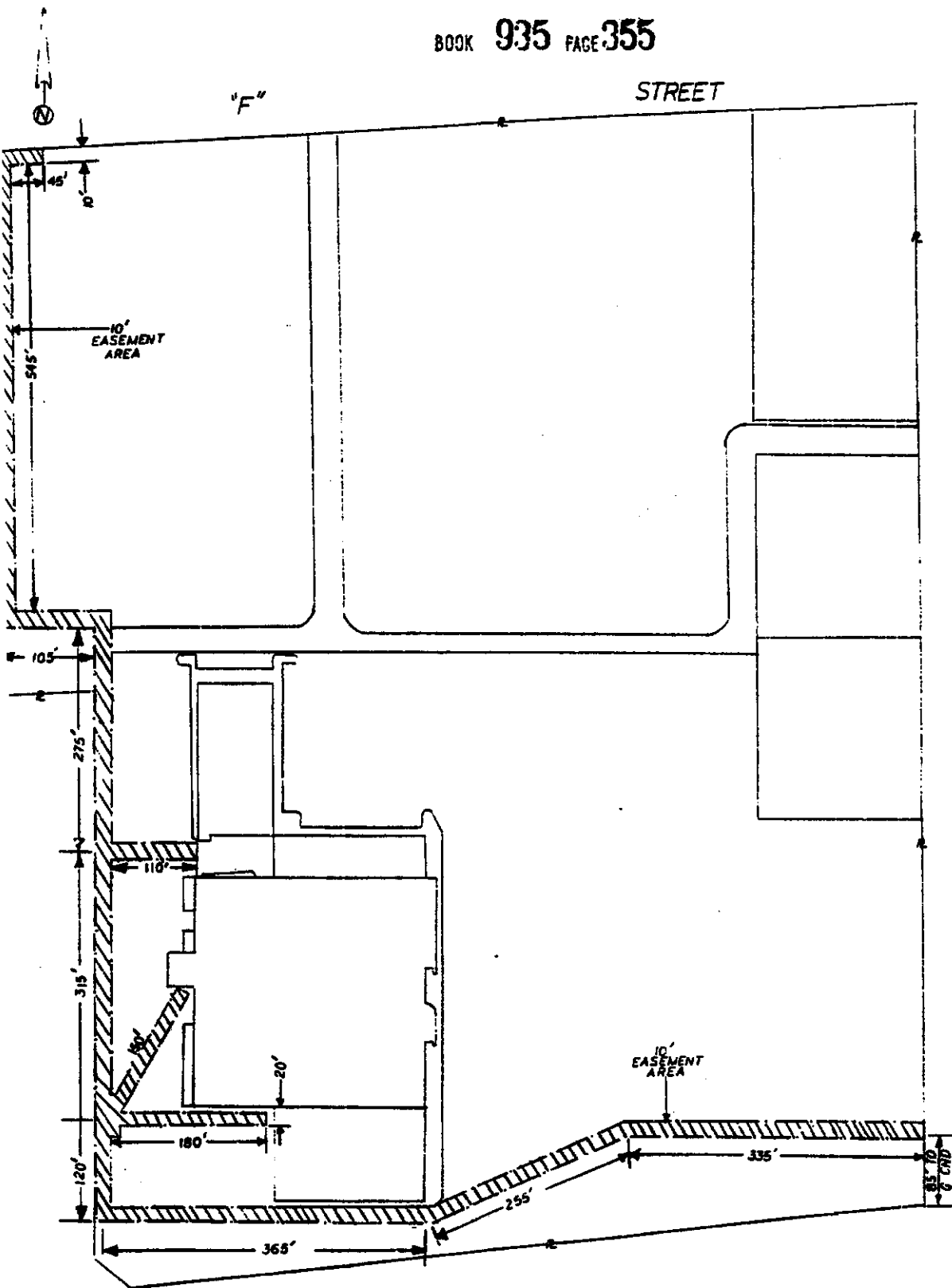
State of Nebraska )  
County of Douglas ) ss.

The foregoing instrument was acknowledged before me, a Notary Public, this  
13 day of August, 1990, by Jay R. Lerner, managing partner of Lerner Fifty  
Partnership, a Nebraska general partnership, on behalf of said partnership, as  
general partner of Fifty Joint Venture, a Nebraska general partnership, on behalf  
of said partnership.



*Sandra K. Stebbins*  
Notary Public

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
Y. Paul Estate Division  
444 South 16th Street Mall  
Omaha, NE 68102-2247





EASEMENT

Fifty Joint Venture, a Nebraska General Partnership, ("Grantor"), for valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to the City of Omaha, a Municipal Corporation organized and existing under the laws of the State of Nebraska, ("Grantee") (1) a non-exclusive easement for the placement, construction, maintenance and replacement of a sanitary sewer under the parcel of real estate designated Parcel "A" as depicted and legally described on Exhibit "1" annexed and incorporated herein by this reference, and (2) a non-exclusive easement for the placement, construction, maintenance and replacement of a storm sewer for the drainage of storm waters under the parcel of real estate designated Parcel "B" and depicted and legally described on Exhibit "1" annexed and incorporated herein by this reference. Parcel A and Parcel B are referred to collectively as the "Easement Areas".

Grantee agrees to repair, replace and restore the Easement Areas and any surrounding affected areas should the City's exercise of the easements granted herein require that the City remove, disrupt, or destroy any permitted improvements on the Easement Areas. Provided however, Grantee shall not be responsible for replacing any buildings or any trees within the Easement Areas.

The Easements granted hereby shall be perpetual and shall run with the land and may be terminated only by a written instrument recorded with the Register of Deeds of Douglas County, Nebraska executed by the then Owner of record of the Easement Area affected and the Grantee or its successors or assigns.

Grantor hereby reserves for itself, its successors, assigns, lessees, sublessees and their respective employees, agents, contractors, licensees, and invitees the right to use the Easement Areas for all purposes except those purposes for which the Easements evidenced hereby are granted to the Grantee. The Grantor agrees that no portion of the Easement Areas shall be improved with any building or permanent structure. The Grantee hereby expressly acknowledges the right of Grantor and its successors, assigns, lessees, and sublessees to improve the Easement Areas with landscaping, concrete, asphalt, and other surfacing materials.

Grantor, for itself and its successors and assigns hereby reserves the right to relocate at its sole cost and expense the Easement Areas. In the event it elects to relocate either or both of such Easement Areas, Grantor shall notify the Grantee in writing of its intent to do so and as part of such written notification shall provide the Grantee with plans and specifications for such relocation. Provided however, such relocation shall not take place without the written consent of Grantee which shall be premised only upon sound engineering judgment and which will not be unreasonably withheld or delayed.

Executed and dated as of this 4th day of April, 1989.

FIFTY JOINT VENTURE, a  
Nebraska General Partnership

By: Venture-50 Inc.

By: Lerner Fifty, a Nebraska  
General Partnership

By: Jack W. Baker  
Jack W. Baker, President

By: Jay R. Lerner  
Jay R. Lerner, Managing Partner

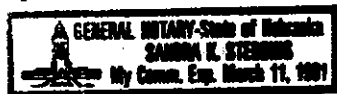
5612 7. misc

BOOK 883 N \_\_\_\_\_ C/O \_\_\_\_\_ FEE 15.  
PAGE 60 72 N \_\_\_\_\_ DEL 14 MC WC  
OF MISC COMP \_\_\_\_\_ FIB 47 - 36747

RECEIVED  
603 APR 11 PM 3:04  
GEORGE J. BUSLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1989 by Jack W. Baker, President of Venture-50, Inc., a Nebraska Corporation, on behalf of the Corporation, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



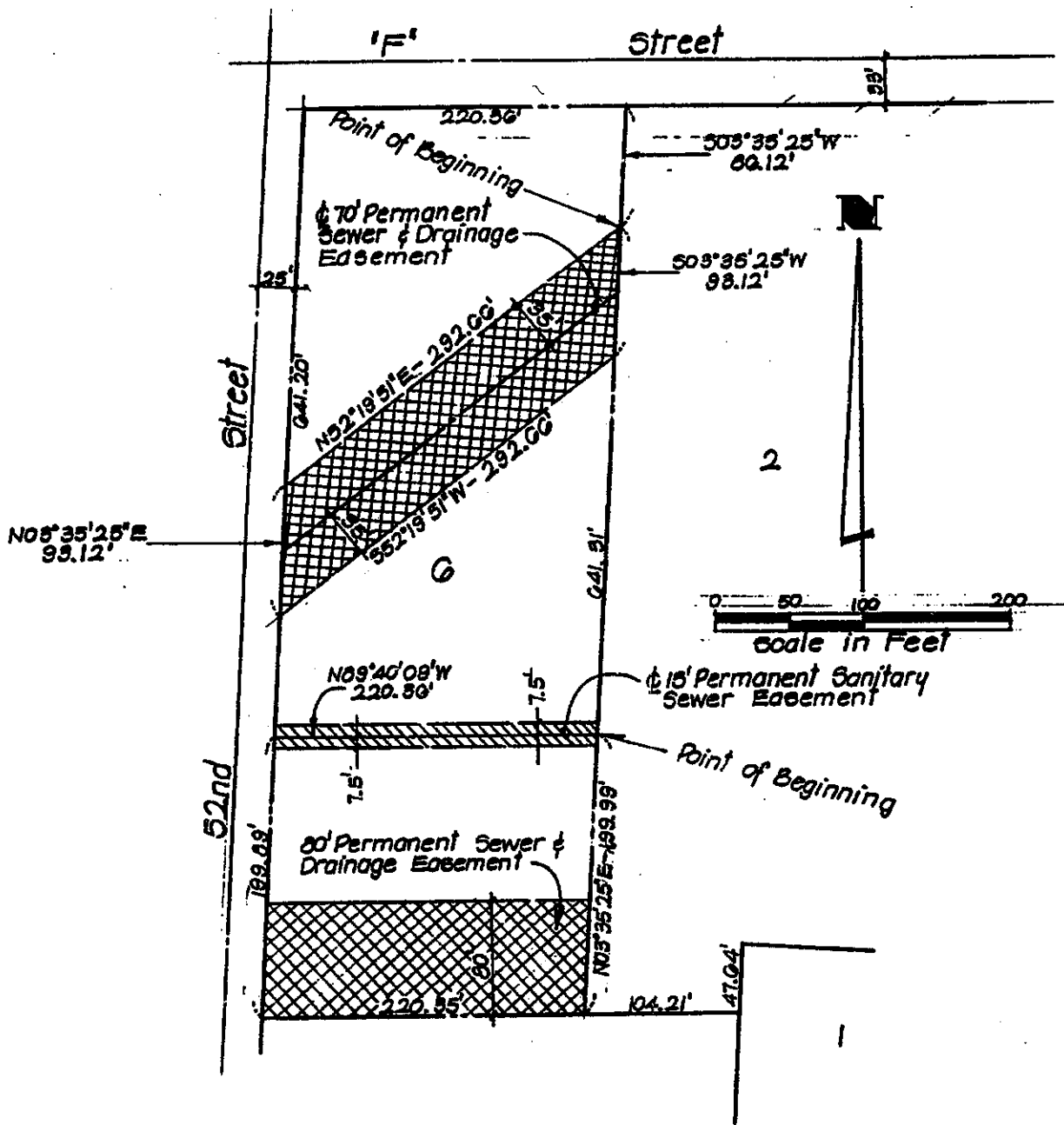
Sandra K. Stebbins  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 1989 by Jay R. Lerner, Managing Partner of Lerner Fifty, a Nebraska General Partnership, on behalf of the Partnership, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



Pamela S. Yorty  
Notary Public



**Legal Description:** (Permanent Sewer & Drainage Easement) (Parcel B)

That part of Lot 6, Spring Valley Plaza, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska described as follows: Commencing at the NE corner of said Lot 6; thence S03°35'25"W (assumed bearing) 86.12 feet on the East line of said Lot 6 to the point of beginning; thence continuing S03°35'25"W 93.12 feet on the East line of said Lot 6; thence S52°19'51"W 292.66 feet to the West line of said Lot 6; thence N03°35'25"E 93.12 feet on the West line of said Lot 6; thence N52°19'51"E 292.66 feet to the point of beginning, also the South 80.00 feet of said Lot 6.

**Legal Description:** (Permanent Sanitary Sewer Easement) (Parcel A)

A 15.00 foot wide permanent Sanitary Sewer Easement located in Lot 6, Spring Valley Plaza, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, 7.50 feet either side of the following described centerline: Commencing at the SE corner of said Lot 6; thence N03°35'25"E 199.99 feet on the East line of said Lot 6 to the point of beginning; thence N89°40'09"W 220.36 feet to the West line of said Lot 6, said point being 199.89 feet North of the SW corner of said Lot 6.

Exhibit "I"

EASEMENT

Fifty Joint Venture, a Nebraska General Partnership, ("Grantor"), for valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to the City of Omaha, a Municipal Corporation organized and existing under the laws of the State of Nebraska, ("Grantee") (1) a non-exclusive easement for the placement, construction, maintenance and replacement of a sanitary sewer under the parcel of real estate designated Parcel "A" as depicted and legally described on Exhibit "1" annexed and incorporated herein by this reference, and (2) a non-exclusive easement for the placement, construction, maintenance and replacement of a storm sewer for the drainage of storm waters under the parcel of real estate designated Parcel "B" and depicted and legally described on Exhibit "1" annexed and incorporated herein by this reference. Parcel A and Parcel B are referred to collectively as the "Easement Areas".

Grantee agrees to repair, replace and restore the Easement Areas and any surrounding affected areas should the City's exercise of the easements granted herein require that the City remove, disrupt, or destroy any permitted improvements on the Easement Areas. Provided however, Grantee shall not be responsible for replacing any buildings or any trees within the Easement Areas.

The Easements granted hereby shall be perpetual and shall run with the land and may be terminated only by a written instrument recorded with the Register of Deeds of Douglas County, Nebraska executed by the then Owner of record of the Easement Area affected and the Grantee or its successors or assigns.

Grantor hereby reserves for itself, its successors, assigns, lessees, sublessees and their respective employees, agents, contractors, licensees, and invitees the right to use the Easement Areas for all purposes except those purposes for which the Easements evidenced hereby are granted to the Grantee. The Grantor agrees that no portion of the Easement Areas shall be improved with any building or permanent structure. The Grantee hereby expressly acknowledges the right of Grantor and its successors, assigns, lessees, and sublessees to improve the Easement Areas with landscaping, concrete, asphalt, and other surfacing materials.

Grantor, for itself and its successors and assigns hereby reserves the right to relocate at its sole cost and expense the Easement Areas. In the event it elects to relocate either or both of such Easement Areas, Grantor shall notify the Grantee in writing of its intent to do so and as part of such written notification shall provide the Grantee with plans and specifications for such relocation. Provided however, such relocation shall not take place without the written consent of Grantee which shall be premised only upon sound engineering judgment and which will not be unreasonably withheld or delayed.

Executed and dated as of this 4th day of April, 1989.

FIFTY JOINT VENTURE, a  
Nebraska General Partnership

By: Venture-50 Inc.

By: Lerner Fifty, a Nebraska  
General Partnership

By: Jack W. Baker  
Jack W. Baker, President

By: Jay R. Lerner  
Jay R. Lerner, Managing Partner

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1989 APR 11 PM 3:04

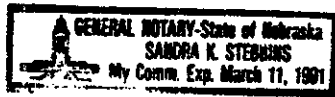
GEORGE J. BOGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

BK 883 N \_\_\_\_\_ C/O \_\_\_\_\_ FEE 15.50  
PG 63-65 N \_\_\_\_\_ DEL 11 MC WC  
OF 11150 COMP \_\_\_\_\_ F/B 47-36767

5613  
Z. Wise

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

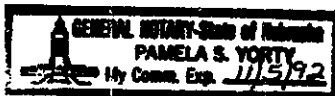
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1989 by Jack W. Baker, President of Venture-50, Inc., a Nebraska Corporation, on behalf of the Corporation, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



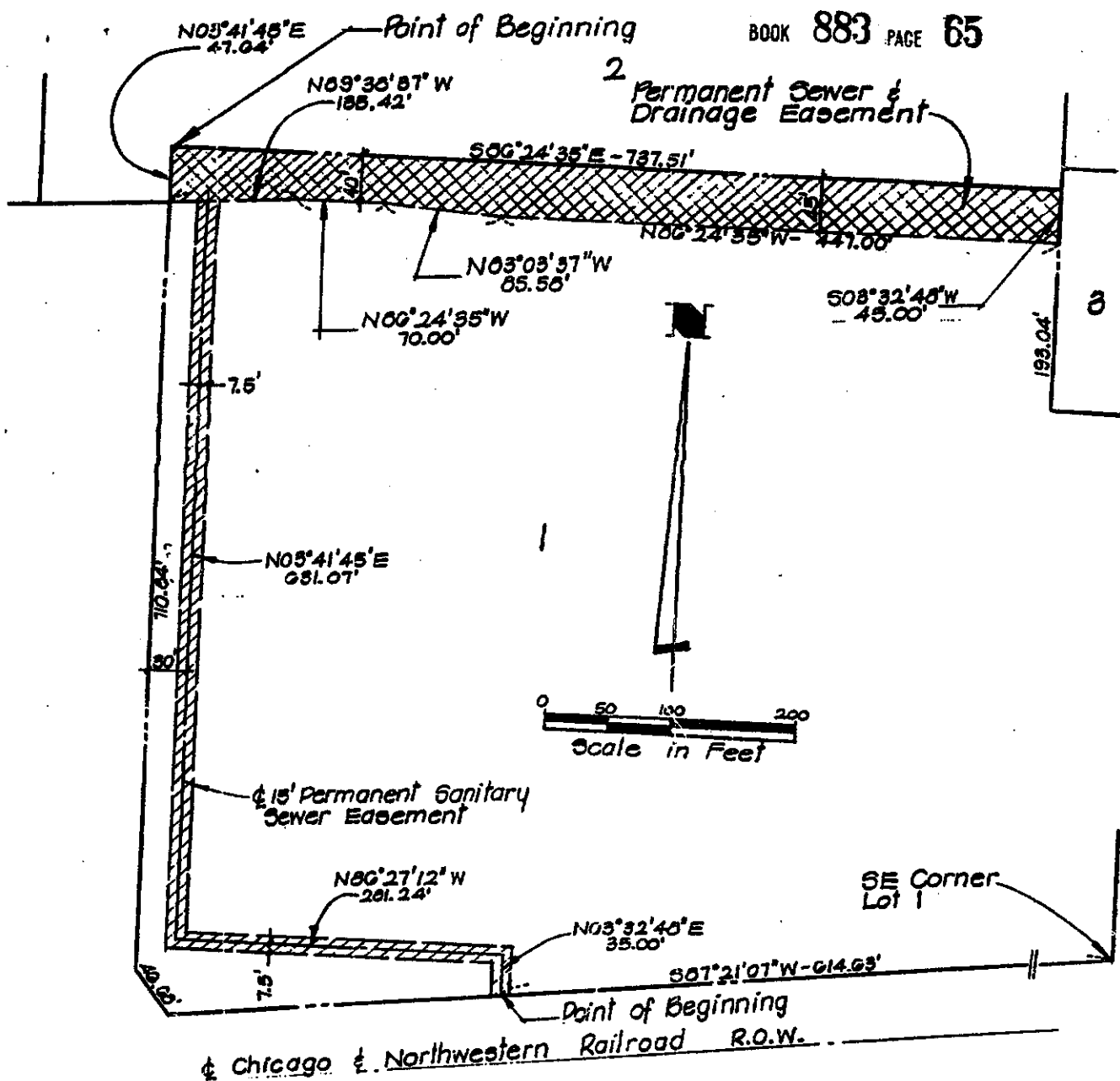
Sandra K. Stebbins  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 1989 by Jay R. Lerner, Managing Partner of Lerner Fifty, a Nebraska General Partnership, on behalf of the Partnership, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



Pamela S. Yorty  
Notary Public



**Legal Description: (Parcel A)**

A 15.00 foot wide permanent Sanitary Sewer Easement located in Lot 1, Spring Valley Plaza, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, 7.50 feet either side of the following described centerline: Commencing at the SE corner of said Lot 1; thence S87°21'07"W (assumed bearing) 614.63 feet on the South line of said Lot 1 to the point of beginning; thence N03°32'48"E, 35.00 feet; thence N86°27'12"W 281.24 feet; thence N03°41'45"E 631.07 feet on a line 30.00 feet East of and parallel to the West line of said Lot 1 to the point of termination.

**Legal Description: (Parcel B)**

A permanent Sewer and Drainage Easement located in Lot 1, Spring Valley Plaza, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska described as follows: Beginning at the NW corner of said Lot 1; thence S86°24'35"E (assumed bearing) 737.51 feet on the North line of said Lot 1 to the West line of Lot 3, said Spring Valley Plaza; thence S03°32'48"W, 45.00 feet on the West line of Lot 3, said Spring Valley Plaza; thence N86°24'35"W 447.00 feet on a line 45.00 feet South of and parallel to the North line of said Lot 1; thence N83°03'37"W 85.58 feet; thence N86°24'35"W 70.00 feet on a line 40.00 feet South of and parallel to the North line of said Lot 1; thence N89°38'37"W 135.42 feet to the West line of said Lot 1; thence N03°41'45"E 47.64 feet on the West line of said Lot 1 to the point of beginning.

Exhibit "I"

rev. nov. 15, 1988

189-113

PERMANENT SEWER & DRAINAGE EASEMENT

Fifty Joint Venture, a Nebraska General Partnership, ("Grantor"), for valuable consideration the receipt and sufficiency of which are acknowledged, hereby grants and conveys to the City of Omaha, a Municipal Corporation organized and existing under the laws of the State of Nebraska, ("Grantee") (1) a non-exclusive easement for the placement, construction, maintenance and replacement of a storm sewer for the drainage of storm waters under the parcel of real estate designated part of Lot 6, Spring Valley Plaza, and depicted and legally described on Exhibit "A" annexed and incorporated herein by this reference, and (2) an easement for the right to construct, maintain, or operate a drainageway for the drainage of storm waters over and across the parcel of real estate designated part of Lot 6, Spring Valley Plaza, and depicted and legally described on Exhibit "A" annexed and incorporated herein by this reference.

Grantee agrees to repair, replace and restore the Easement Area and any surrounding affected areas should the City's exercise of the easement granted herein require that the City remove, disrupt, or destroy any permitted improvements on the Easement Area. Provided however, Grantee shall not be responsible for replacing any buildings or any trees within the Easement Area.

The Easement granted hereby shall be perpetual and shall run with the land and may be terminated only by a written instrument recorded with the Register of Deeds of Douglas County, Nebraska, executed by the then Owner of record of the Easement Area affected and the Grantee or its successors or assigns.

Grantor hereby reserves for itself, its successors, assigns, lessees, sublessees and their respective employees, agents, contractors, licensees, and invitees the right to use the Easement Area for all purposes except those purposes for which the Easement evidenced hereby granted to the Grantee. The Grantor agrees that no portion of the Easement Area shall be improved with any building or permanent structure. The Grantee hereby expressly acknowledges the right of Grantor and its successors, assigns, lessees, and sublessees to improve the Easement Area with landscaping, concrete, asphalt, and other surfacing materials.

The Grantor for itself, its successors, assigns, lessees, and sublessees does confirm with the said City and its assigns, that the Grantor is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, and its successors, lessees, and sublessees, shall warrant, and defend this easement to said City and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

This instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and the City or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the City or its agents or employees, except as are set forth herein.

17535-7 Muc  
BK 902 N 92-541 C/O FEE 15.<sup>00</sup>  
PG 391-393 N DEL V/K MC W  
OF Muc B CCMP OF F/B 47-36765

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OCT 19 3 04 PM '89  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

Grantor, for itself and its successors and assigns hereby reserves the right to relocate at its sole cost and expense the Easement Area. In the event it elects to relocate the Easement Area, Grantor shall notify the Grantee in writing of its intent to do so and as part of such written notifications shall provide the Grantee with plans and specifications for such relocation. Provided however, such relocation shall not take place without the written consent of Grantee which shall be premised only upon sound engineering judgment and which will not be unreasonably withheld or delayed.

Executed and dated as of this 28<sup>th</sup> day of September, 1989.

FIFTY JOINT VENTURE, a  
Nebraska General Partnership

By: Venture-50 Inc.

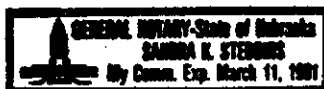
By: Lerner Fifty, a Nebraska  
General Partnership

By: Jack W. Baker  
Jack W. Baker, President

By: Jay R. Lerner  
Jay R. Lerner, Managing Partner

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

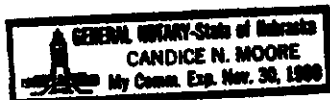
The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 1989 by Jack W. Baker, President of Venture-50, Inc., a Nebraska Corporation, on behalf of the Corporation, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



Sandra K. Stebbins  
Notary Public

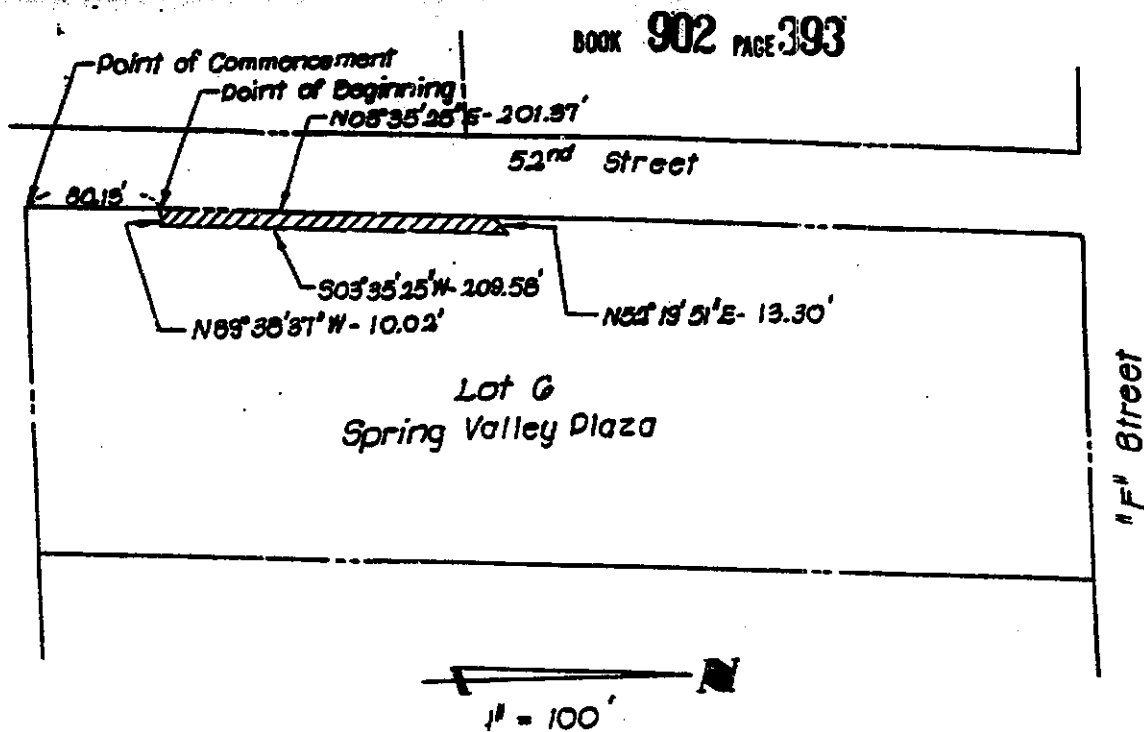
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 1989 by Jay R. Lerner, Managing Partner of Lerner Fifty, a Nebraska General Partnership, on behalf of the Partnership, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



Candice N. Moore  
Notary Public





**PERMANENT SEWER & DRAINAGE EASEMENT**

That part of Lot 6, Spring Valley Plaza, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska described as follows: Commencing at the SW corner of said Lot 6; thence N03°35'25"E (assumed bearing) 80.13 feet on the West line of said Lot 6 to the point of beginning; thence continuing N03°35'25"E 201.37 feet on the West line of said Lot 6; thence N52°19'51"E 13.30 feet; thence S03°35'25"W 209.58 feet; thence N89°38'37"W 10.02 feet to the point of beginning.

EXHIBIT "A"

TD<sup>2</sup> 757- 105

EASEMENT

Fifty Joint Venture, a Nebraska General Partnership, ("Grantor"), for valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to the City of Omaha, a Municipal Corporation organized and existing under the laws of the State of Nebraska, ("Grantee") (1) a non-exclusive easement for the placement, construction, maintenance and replacement of a sanitary sewer under the parcel of real estate designated Parcel "A" and depicted and legally described on Exhibit "1" annexed and incorporated herein by this reference, (2) a non-exclusive easement for the placement, construction, maintenance and replacement of a storm sewer for the drainage of storm waters under the parcel of real estate designated Parcel "B" and depicted and legally described on Exhibit "1" annexed and incorporated herein by this reference, and (3) a non-exclusive easement for the placement, construction, maintenance and replacement of a storm sewer for the drainage of storm waters under the parcel of real estate designated Parcel "C" and depicted and legally described as Exhibit "1" annexed and incorporated herein by this reference. Parcel A, Parcel B and Parcel C are referred to collectively as the "Easement Areas".

Grantee agrees to repair, replace and restore the Easement Areas and any surrounding affected areas should the City's exercise of the easements granted herein require that the City remove, disrupt, or destroy any permitted improvements on the Easement Areas. Provided however, Grantee shall not be responsible for replacing any buildings or any trees within the Easement Areas.

The Easements granted hereby shall be perpetual and shall run with the land and may be terminated only by a written instrument recorded with the Register of Deeds of Douglas County, Nebraska executed by the then Owner of record of the Easement Area affected and the Grantee or its successors or assigns.

Grantor hereby reserves for itself, its successors, assigns, lessees, sublessees and their respective employees, agents, contractors, licensees, and invitees the right to use the Easement Areas for all purposes except those purposes for which the Easements evidenced hereby are granted to the Grantee. The Grantor agrees that no portion of the Easement Areas shall be improved with any building or permanent structure. The Grantee hereby expressly acknowledges the right of Grantor and its successors, assigns, lessees, and sublessees to improve the Easement Areas with landscaping, concrete, asphalt, and other surfacing materials.

Grantor, for itself and its successors and assigns hereby reserves the right to relocate at its sole cost and expense the Easement Areas. In the event it elects to relocate either or both of such Easement Areas, Grantor shall notify the Grantee in writing of its intent to do so and as part of such written notification shall provide the Grantee with plans and specifications for such relocation. Provided however, such relocation shall not take place without the written consent of Grantee which shall be premised only upon sound engineering judgment and which will not be unreasonably withheld or delayed.

Executed and dated as of this 4<sup>th</sup> day of April, 1989.

FIFTY JOINT VENTURE, a  
Nebraska General Partnership

By: Venture-50 Inc.

By: Lerner Fifty, a Nebraska  
General Partnership

By: Jack W. Baker  
Jack W. Baker, President

By: Jay R. Lerner  
Jay R. Lerner, Managing Partner

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GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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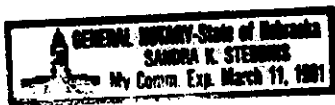
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STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

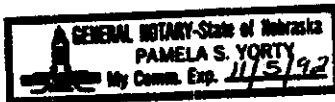
The foregoing instrument was acknowledged before me this 10th day of April, 1989 by Jack W. Baker, President of Venture-50, Inc., a Nebraska Corporation, on behalf of the Corporation, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



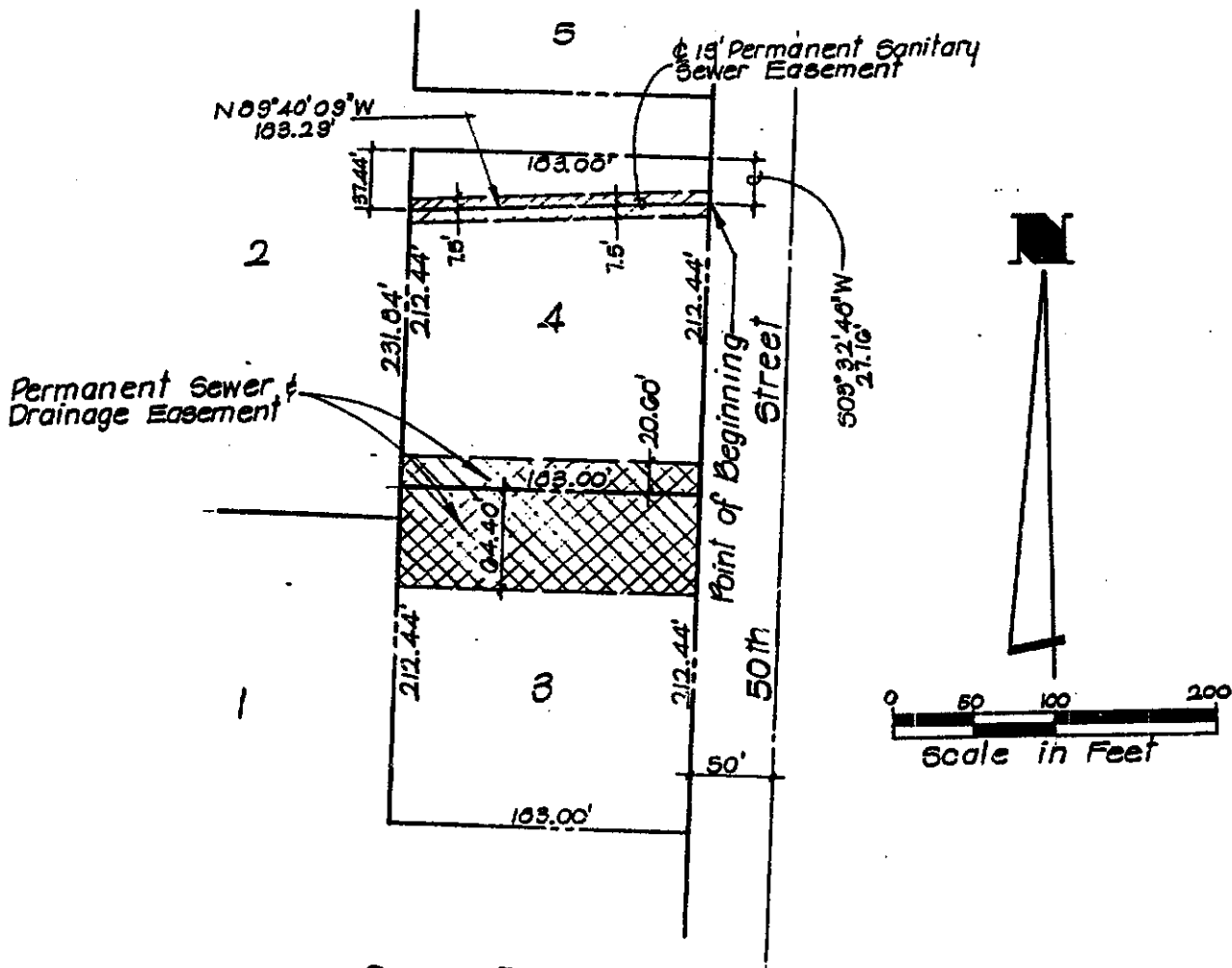
Sandra K. Stebbins  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was acknowledged before me this 4th day of April, 1989 by Jay R. Lerner, Managing Partner of Lerner Fifty, a Nebraska General Partnership, on behalf of the Partnership, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



Pamela S. Yorty  
Notary Public



### Parcel C

**LOT 3      LEGAL DESCRIPTION (Sewer & Drainage Easement)**

The North 64.40 feet of Lot 3, Spring Valley Plaza, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Parcel B

Parcel B  
LOT 4      LEGAL DESCRIPTION (Sewer & Drainage Easement)

The South 20.60 feet of Lot 4, Spring Valley Plaza, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Parcel A

LEGAL DESCRIPTION (Sanitary Sewer Easement)

- A 15.00 foot wide Sanitary Sewer Easement located in Lot 4, Spring Valley Plaza, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, 7.50 feet either side of the following described centerline: Commencing at the NE Corner of said Lot 4; thence  $S03^{\circ}32'48''W$  (Assumed bearing) 27.10 feet on the East line of said Lot 4 to the point of beginning; thence  $N89^{\circ}40'09''W$  183.29 feet to the point of termination on the West line of said Lot 4, said point being 37.44 feet South of the NW Corner of said Lot 4.

## EASEMENT

This indenture made the 30 day of April, 1981, by and between Wayne P. Recic and ~~Jane~~ D. Recic, husband and wife, the "Grantors", and Scope Cable Television, Inc., a Nebraska Corporation, the "Grantee".

WHEREAS, Grantors are the owners of a fee simple estate in certain lots located in Chapel Hills Subdivision, Douglas County, Nebraska, and

WHEREAS, Grantors desire to grant a certain easement to the Grantee upon a 5' wide strip of land adjoining the rear lot lines of certain lots in said Chapel Hills Subdivision, solely for the purpose of installing and maintaining cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals.

NOW THEREFORE, Grantors hereby grant to Grantee an easement for the installation and maintenance of cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals over, under, upon and through the following described property:

A 5' wide strip of land adjoining the rear lot lines of the following lots:

Lots 362, 361, 360, 449, 448, 417, 414, 413, 412, 409,  
408, 407, 483, 478, 477, 463, 462, 461, 485, 492, 490,  
488, 489, 486, 513, 100, ~~2~~ and ~~3~~ in Chapel Hill, a  
subdivision in Douglas County, Nebraska.

Said easement granted to the Grantee shall in no manner restrict the use of said property by the Grantors, their successors or assigns, and shall not entitle Grantee to construct any structure, of whatsoever nature, above ground.

It is further understood that the Grantors, their successors and assigns will be in no way bound to construct, maintain or to keep said easement in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantee, its successors or assigns, or any person using the said easement by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.

POOR COPY FILED

## EASEMENT

This indenture made the 30 day of April, 1981, by and between Wayne P. Recic and ~~Jane~~ D. Recic, husband and wife, the "Grantors", and Scope Cable Television, Inc., a Nebraska Corporation, the "Grantee".

WHEREAS, Grantors are the owners of a fee simple estate in certain lots located in Chapel Hills Subdivision, Douglas County, Nebraska, and

WHEREAS, Grantors desire to grant a certain easement to the Grantee upon a 5' wide strip of land adjoining the rear lot lines of certain lots in said Chapel Hills Subdivision, solely for the purpose of installing and maintaining cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals.

NOW THEREFORE, Grantors hereby grant to Grantee an easement for the installation and maintenance of cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals over, under, upon and through the following described property:

A 5' wide strip of land adjoining the rear lot lines of the following lots:

Lots 362, 361, 360, 449, 448, 417, 414, 413, 412, 409,  
408, 407, 483, 478, 477, 463, 462, 461, 485, 492, 490,  
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Said easement granted to the Grantee shall in no manner restrict the use of said property by the Grantors, their successors or assigns, and shall not entitle Grantee to construct any structure, of whatsoever nature, above ground.

It is further understood that the Grantors, their successors and assigns will be in no way bound to construct, maintain or to keep said easement in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantee, its successors or assigns, or any person using the said easement by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.

POOR COPY FILED

## BASEMENT

This indenture made the 30 day of April, 1981, by and between Wayne P. Recic and Jane D. Recic, husband and wife, the "Grantors", and Scope Cable Television, Inc., a Nebraska Corporation, the "Grantee".

WHEREAS, Grantors are the owners of a fee simple estate in certain lots located in Chapel Hills Subdivision, Douglas County, Nebraska, and

WHEREAS, Grantors desire to grant a certain easement to the Grantee upon a 5' wide strip of land adjoining the rear lot lines of certain lots in said Chapel Hills Subdivision, solely for the purpose of installing and maintaining cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals.

NOW THEREFORE, Grantors hereby grant to Grantee an easement for the installation and maintenance of cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals over, under, upon and through the following described property:

A 5' wide strip of land adjoining the rear lot lines of the following lots:

Lots 362, 361, 360, 449, 448, 417, 414, 413, 412, 409,  
408, 407, 483, 478, 477, 463, 462, 461, 435, 492, 490,  
488, 489, 486, 513, 100, ~~5~~ and ~~6~~ in Chapel Hill, a  
subdivision in Douglas County, Nebraska.

Said easement granted to the Grantee shall in no manner restrict the use of said property by the Grantors, their successors or assigns, and shall not entitle Grantee to construct any structure, of whatsoever nature, above ground.

It is further understood that the Grantors, their successors and assigns will be in no way bound to construct, maintain or to keep said easement in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantee, its successors or assigns, or any person using the said easement by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.

POOR COPY FILED

## EASEMENT

This indenture made the 30 day of April, 1981, by and between Wayne P. Recic and ~~Jane~~<sup>Jay</sup> D. Recic, husband and wife, the "Grantors", and Scope Cable Television, Inc., a Nebraska Corporation, the "Grantee".

WHEREAS, Grantors are the owners of a fee simple estate in certain lots located in Chapel Hills Subdivision, Douglas County, Nebraska, and

WHEREAS, Grantors desire to grant a certain easement to the Grantee upon a 5' wide strip of land adjoining the rear lot lines of certain lots in said Chapel Hills Subdivision, solely for the purpose of installing and maintaining cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals.

NOW THEREFORE, Grantors hereby grant to Grantee an easement for the installation and maintenance of cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals over, under, upon and through the following described property:

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488, 489, 486, 513, 100, ~~2~~ and ~~2~~ in Chapel Hill, a  
subdivision in Douglas County, Nebraska.

Said easement granted to the Grantee shall in no manner restrict the use of said property by the Grantors, their successors or assigns, and shall not entitle Grantee to construct any structure, of whatsoever nature, above ground.

It is further understood that the Grantors, their successors and assigns will be in no way bound to construct, maintain or to keep said easement in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantee, its successors or assigns, or any person using the said easement by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.

POOR COPY FILED



## EASEMENT

This indenture made the 30 day of April, 1981, by and between Wayne P. Recic and ~~Jane~~<sup>Jane</sup> D. Recic, husband and wife, the "Grantors", and Scope Cable Television, Inc., a Nebraska Corporation, the "Grantee".

WHEREAS, Grantors are the owners of a fee simple estate in certain lots located in Chapel Hills Subdivision, Douglas County, Nebraska, and

WHEREAS, Grantors desire to grant a certain easement to the Grantee upon a 5' wide strip of land adjoining the rear lot lines of certain lots in said Chapel Hills Subdivision, solely for the purpose of installing and maintaining cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals.

NOW THEREFORE, Grantors hereby grant to Grantee an easement for the installation and maintenance of cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals over, under, upon and through the following described property:

A 5' wide strip of land adjoining the rear lot lines of the following lots:

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408, 407, 483, 478, 477, 463, 462, 461, 435, 492, 490,  
488, 489, 486, 513, 100, ~~2~~ and ~~2~~ in Chapel Hill, a  
subdivision in Douglas County, Nebraska.

Said easement granted to the Grantee shall in no manner restrict the use of said property by the Grantors, their successors or assigns, and shall not entitle Grantee to construct any structure, of whatsoever nature, above ground.

It is further understood that the Grantors, their successors and assigns will be in no way bound to construct, maintain or to keep said easement in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantee, its successors or assigns, or any person using the said easement by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.

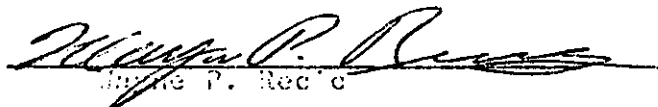
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Grantee acknowledges that the area within the easement granted herein is also the subject of certain other easements which are contained in the protective covenants for Chapel Hills Subdivision, which covenants are recorded in Book 522, Page 471 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska. Grantee agrees to do nothing which would disturb the use or maintenance of such previously granted easements, and to hold Grantors harmless from any liability occasioned by Grantee's interference with or damage of any utility lines in said easement; It is further understood and agreed that the Grantee shall hold the Grantors harmless from any liability and pay any damages which may arise from the Grantee's use of said easement or from the maintenance, repair, or replacement of the cable television wire and cables.

It is further understood and agreed that this easement shall be non-exclusive; that Grantors shall have the right to grant a similar easement over the same property to other cable television companies, provided, however, that Grantors shall have no liability to Grantees for any damages arising from other cable television companies installing and maintaining their lines, or damaging Grantee's lines.

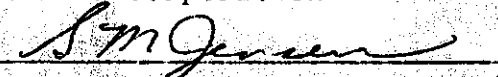
It is further understood and agreed that should the use of said easement ever be abandoned by Grantee or its successors or assigns, then this easement shall terminate and all right, title and interest therein shall revert to Grantors, or their successors or assigns.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first above written.

  
Wayne P. Recic

  
Jazzy D. Recic

SCOPE CABLE TELEVISION, INC.,  
a Nebraska Corporation

By:   
S.M. Jensen

Grantee acknowledges that the area within the easement granted herein is also the subject of certain other easements which are contained in the protective covenants for Chapel Hills Subdivision, which covenants are recorded in Book 522, Page 471 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska. Grantee agrees to do nothing which would disturb the use or maintenance of such previously granted easements, and to hold Grantors harmless from any liability occasioned by Grantee's interference with or damage of any utility lines in said easement; It is further understood and agreed that the Grantee shall hold the Grantors harmless from any liability and pay any damages which may arise from the Grantee's use of said easement or from the maintenance, repair, or replacement of the cable television wire and cables.

It is further understood and agreed that this easement shall be non-exclusive; that Grantors shall have the right to grant a similar easement over the same property to other cable television companies, provided, however, that Grantors shall have no liability to Grantees for any damages arising from other cable television companies installing and maintaining their lines, or damaging Grantee's lines.

It is further understood and agreed that should the use of said easement ever be abandoned by Grantee or its successors or assigns, then this easement shall terminate and all right, title and interest therein shall revert to Grantors, or their successors or assigns.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first above written.

Wayne P. Recie  
Wayne P. Recie

Jay D. Recie  
Jay D. Recie

SCOPE CABLE TELEVISION, INC.,  
a Nebraska Corporation

By: S. M. Jensen  
Vice-President

Grantee acknowledges that the area within the easement granted herein is also the subject of certain other easements which are contained in the protective covenants for Chapel Hills Subdivision, which covenants are recorded in Book 522, Page 471 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska. Grantee agrees to do nothing which would disturb the use or maintenance of such previously granted easements, and to hold Grantors harmless from any liability occasioned by Grantee's interference with or damage of any utility lines in said easement; It is further understood and agreed that the Grantee shall hold the Grantors harmless from any liability and pay any damages which may arise from the Grantee's use of said easement or from the maintenance, repair, or replacement of the cable television wire and cables.

It is further understood and agreed that this easement shall be non-exclusive; that Grantors shall have the right to grant a similar easement over the same property to other cable television companies, provided, however, that Grantors shall have no liability to Grantees for any damages arising from other cable television companies installing and maintaining their lines, or damaging Grantee's lines.

It is further understood and agreed that should the use of said easement ever be abandoned by Grantee or its successors or assigns, then this easement shall terminate and all right, title and interest therein shall revert to Grantors, or their successors or assigns.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first above written.

Wynne P. Reice  
Wynne P. Reice

Jayne D. Reice  
Jayne D. Reice

SCOPE CABLE TELEVISION, INC.,  
a Nebraska Corporation

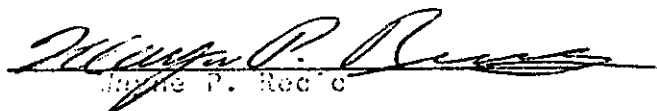
By: S. M. Jensen  
Vice-President

Grantee acknowledges that the area within the easement granted herein is also the subject of certain other easements which are contained in the protective covenants for Chapel Hills Subdivision, which covenants are recorded in Book 522, Page 471 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska. Grantee agrees to do nothing which would disturb the use or maintenance of such previously granted easements, and to hold Grantors harmless from any liability occasioned by Grantee's interference with or damage of any utility lines in said easement; It is further understood and agreed that the Grantee shall hold the Grantors harmless from any liability and pay any damages which may arise from the Grantee's use of said easement or from the maintenance, repair, or replacement of the cable television wire and cables.

It is further understood and agreed that this easement shall be non-exclusive; that Grantors shall have the right to grant a similar easement over the same property to other cable television companies, provided, however, that Grantors shall have no liability to Grantees for any damages arising from other cable television companies installing and maintaining their lines, or damaging Grantee's lines.

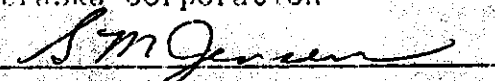
It is further understood and agreed that should the use of said easement ever be abandoned by Grantee or its successors or assigns, then this easement shall terminate and all right, title and interest therein shall revert to Grantors, or their successors or assigns.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first above written.

  
Wayne P. Recie

  
Jayne D. Recie

SCOPE CABLE TELEVISION, INC.,  
a Nebraska Corporation

By:   
S. M. Jensen

Grantee acknowledges that the area within the easement granted herein is also the subject of certain other easements which are contained in the protective covenants for Chapel Hills Subdivision, which covenants are recorded in Book 522, Page 471 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska. Grantee agrees to do nothing which would disturb the use or maintenance of such previously granted easements, and to hold Grantors harmless from any liability occasioned by Grantee's interference with or damage of any utility lines in said easement; It is further understood and agreed that the Grantee shall hold the Grantors harmless from any liability and pay any damages which may arise from the Grantee's use of said easement or from the maintenance, repair, or replacement of the cable television wire and cables.

It is further understood and agreed that this easement shall be non-exclusive; that Grantors shall have the right to grant a similar easement over the same property to other cable television companies, provided, however, that Grantors shall have no liability to Grantees for any damages arising from other cable television companies installing and maintaining their lines, or damaging Grantee's lines.

It is further understood and agreed that should the use of said easement ever be abandoned by Grantee or its successors or assigns, then this easement shall terminate and all right, title and interest therein shall revert to Grantors, or their successors or assigns.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first above written.

Walter P. Davis  
Walter P. Davis

Jerry D. Davis  
Jerry D. Davis

SCOPE CABLE TELEVISION, INC.,  
a Nebraska Corporation

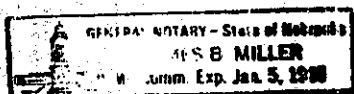
By: S. M. Jensen  
Vick-Press

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

BOOK 651 PAGE 124

The foregoing instrument was acknowledged before me on

April 30, 1981, by Wayne P. and Jane D. Recic.

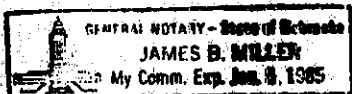


James B. Miller  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 30 day of April, 1981, before me, the undersigned, a Notary Public in and for said County, personally came ATM Jensen, Vice President of Scope Cable Television, Inc., a Nebraska Corporation, to me personally known to be the Vice President and identical person whose name is affixed to the above Easement and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County  
the day and year last above written.



James B Miller  
Notary Public

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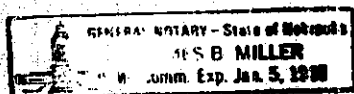


STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

BOOK 651 PAGE 124

The foregoing instrument was acknowledged before me on

April 30, 1981, by Wayne P. and Jane D. Recic.



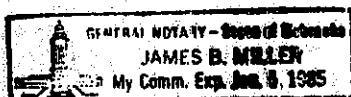
James B. Miller  
Notary Public

**POOR COPY FILED**

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 30 day of April, 1981, before me, the undersigned, a Notary Public in and for said County, personally came ATM Jensen, Vice President of Scope Cable Television, Inc., a Nebraska Corporation, to me personally known to be the Vice President and identical person whose name is affixed to the above Easement and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County  
the day and year last above written.



James B. Miller  
Notary Public

136931

REWARD OFFERED  
BY PEOPLE OF DEUS  
FOR THE RECOVERY OF  
THE LOST CHILDREN

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Page 10 of 10

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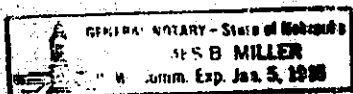


STATE OF NEBRASKA)  
 ) ss.  
COUNTY OF DOUGLAS)

BOOK 651 PAGE 124

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April 30, 1981, by Wayne P. and Jane D. Recic.



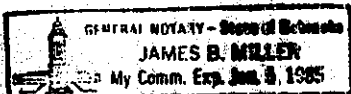
James B. Miller  
Notary Public

POOR COPY FILED

STATE OF NEBRASKA)  
 ) ss.  
COUNTY OF DOUGLAS)

On this 30 day of April, 1981, before me, the undersigned, a Notary Public in and for said County, personally came ATM Jensen, Vice President of Scope Cable Television, Inc., a Nebraska Corporation, to me personally known to be the Vice President and identical person whose name is affixed to the above Easement and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County the day and year last above written.



James B. Miller  
Notary Public

RECORDED  
APR 30 1981  
D. MARCOLO OSILER  
COUNTY CLERK  
DOUGLAS COUNTY, NEBR.

Book 651  
Page 122  
of 1100

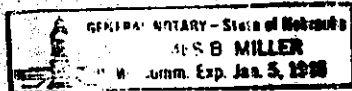
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STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) ss.

BOOK 651 PAGE 124

The foregoing instrument was acknowledged before me on

April 30, 1981, by Wayne P. and Jane D. Recie.



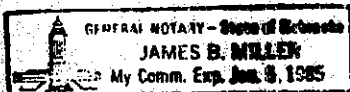
James B. Miller  
Notary Public

POOR COPY FILED

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) ss.

On this 30 day of April, 1981, before me, the undersigned, a Notary Public in and for said County, personally came ATM Jensen, Vice President of Scope Cable Television, Inc., a Nebraska Corporation, to me personally known to be the Vice President and identical person whose name is affixed to the above Easement and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County the day and year last above written.



James B. Miller  
Notary Public

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JAMES B. MILLER  
NOTARY PUBLIC  
DOUGLAS COUNTY, NEBR.

Book 651  
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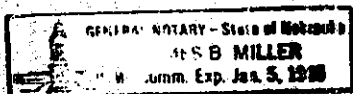
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STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS)

BOOK 651 PAGE 124

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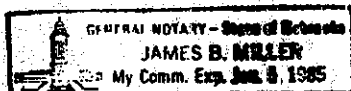
James B. Miller  
Notary Public

POOR COPY FILED

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 30 day of April, 1981, before me, the undersigned, a Notary Public in and for said County, personally came ATM Jensen, Vice President of Scope Cable Television, Inc., a Nebraska Corporation, to me personally known to be the Vice President and identical person whose name is affixed to the above Easement and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County  
the day and year last above written.



James B Miller  
Notary Public

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Book  
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## EASEMENT

This indenture made the 30 day of April, 1981, by and between Wayne P. Recic and Jane D. Recic, husband and wife, the "Grantors", and Scope Cable Television, Inc., a Nebraska Corporation, the "Grantee".

WHEREAS, Grantors are the owners of a fee simple estate in certain lots located in Chapel Hills Subdivision, Douglas County, Nebraska, and

WHEREAS, Grantors desire to grant a certain easement to the Grantee upon a 5' wide strip of land adjoining the rear lot lines of certain lots in said Chapel Hills Subdivision, solely for the purpose of installing and maintaining cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals.

NOW THEREFORE, Grantors hereby grant to Grantee an easement for the installation and maintenance of cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals over, under, upon and through the following described property:

A 5' wide strip of land adjoining the rear lot lines of the following lots:

Lots 362, 361, 360, 449, 448, 417, 414, 413, 412, 409, 408, 407, 483, 478, 477, 463, 462, 461, 485, 492, 490, 488, 489, 486, 513, 100, 95 and 94, in Chapel Hill, a subdivision in Douglas County, Nebraska.

Said easement granted to the Grantee shall in no manner restrict the use of said property by the Grantors, their successors or assigns, and shall not entitle Grantee to construct any structure, of whatsoever nature, above ground.

It is further understood that the Grantors, their successors and assigns will be in no way bound to construct, maintain or to keep said easement in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantee, its successors or assigns, or any person using the said easement by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.

## EASEMENT

This indenture made the 30 day of April, 1981, by and between Wayne P. Recic and Jane D. Recic, husband and wife, the "Grantors", and Scope Cable Television, Inc., a Nebraska Corporation, the "Grantee".

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It is further understood that the Grantors, their successors and assigns will be in no way bound to construct, maintain or to keep said easement in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantee, its successors or assigns, or any person using the said easement by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.

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It is further understood that the Grantors, their successors and assigns will be in no way bound to construct, maintain or to keep said easement in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantee, its successors or assigns, or any person using the said easement by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.

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It is further understood that the Grantors, their successors and assigns will be in no way bound to construct, maintain or to keep said easement in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantee, its successors or assigns, or any person using the said easement by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.



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This indenture made the 30 day of April, 1981, by and between Wayne P. Recic and Jane D. Recic, husband and wife, the "Grantors", and Scope Cable Television, Inc., a Nebraska Corporation, the "Grantee".

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Grantee acknowledges that the area within the easement granted herein is also the subject of certain other easements which are contained in the protective covenants for Chapel Hills Subdivision, which covenants are recorded in Book 522, Page 471 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska. Grantee agrees to do nothing which would disturb the use or maintenance of such previously granted easements, and to hold Grantors harmless from any liability occasioned by Grantee's interference with or damage of any utility lines in said easement; It is further understood and agreed that the Grantee shall hold the Grantors harmless from any liability and pay any damages which may arise from the Grantee's use of said easement or from the maintenance, repair, or replacement of the cable television wire and cables.

It is further understood and agreed that this easement shall be non-exclusive; that Grantors shall have the right to grant a similar easement over the same property to other cable television companies, provided, however, that Grantors shall have no liability to Grantees for any damages arising from other cable television companies installing and maintaining their lines, or damaging Grantee's lines.

It is further understood and agreed that should the use of said easement ever be abandoned by Grantee or its successors or assigns, then this easement shall terminate and all right, title and interest therein shall revert to Grantors, or their successors or assigns.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first above written.

Wayne P. Recic  
Wayne P. Recic

John D. Recic  
John D. Recic

SCOPE CABLE TELEVISION, INC.,  
a Nebraska Corporation

By: S. M. Jensen  
Vice Pres

69-38281.511

Grantee acknowledges that the area within the easement granted herein is also the subject of certain other easements which are contained in the protective covenants for Chapel Hills Subdivision, which covenants are recorded in Book 522, Page 471 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska. Grantee agrees to do nothing which would disturb the use or maintenance of such previously granted easements, and to hold Grantors harmless from any liability occasioned by Grantee's interference with or damage of any utility lines in said easement; It is further understood and agreed that the Grantee shall hold the Grantors harmless from any liability and pay any damages which may arise from the Grantee's use of said easement or from the maintenance, repair, or replacement of the cable television wire and cables.

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Wayne P. Recic  
Wayne P. Recic

Jayne P. Recic  
Jayne P. Recic

SCOPE CABLE TELEVISION, INC.,  
a Nebraska Corporation

By: S. M. Jensen  
Vice Pres

69-34291.511

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Wayne P. Recic

John D. Recic  
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a Nebraska Corporation

By: S. M. Jensen  
Vice Pres

69-38291.511

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Wayne P. Recic

Jayne D. Recic  
Jayne D. Recic

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a Nebraska Corporation

By: S. M. Jensen  
Vice Pres

69-34291.511

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Wayne P. Recic

Jayne D. Recic  
Jayne D. Recic

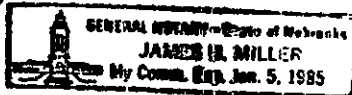
SCOPE CABLE TELEVISION, INC.,  
a Nebraska Corporation

By: S. M. Jensen  
Vice Pres

69-38291.511

STATE OF NEBRASKA)  
 ) ss.  
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on  
April 30, 1981, by Wayne P. and ~~John~~ D. Recic.

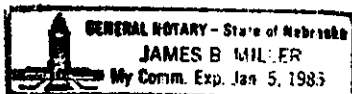


James B. Miller  
 Notary Public

STATE OF NEBRASKA)  
 ) ss.  
 COUNTY OF DOUGLAS)

On this 30 day of April, 1981, before me, the undersigned, a Notary Public in and for said County, personally came A M Jensen, Vice President of Scope Cable Television, Inc., a Nebraska Corporation, to me personally known to be the Vice President and identical person whose name is affixed to the above Easement and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County the day and year last above written.



James B. Miller  
 Notary Public

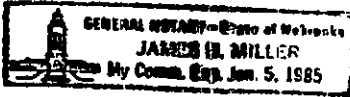
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 CLARENCE OSTER  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEBR.

Book 652  
 Page 545  
 of 1000

69-38281.51  
 Fee 16.00  
 Index 16.00  
 Comped 16.00  
 69-38281.51

STATE OF NEBRASKA)  
 ) ss.  
 COUNTY OF DOUGLAS)

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April 30, 1981, by Wayne P. and Jane D. Recic.

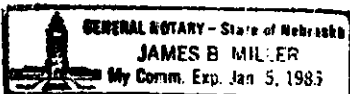


James B. Miller  
 Notary Public

STATE OF NEBRASKA)  
 ) ss.  
 COUNTY OF DOUGLAS)

On this 30 day of April, 1981, before me, the undersigned, a Notary Public in and for said County, personally came A M Jensen, Vice President of Scope Cable Television, Inc., a Nebraska Corporation, to me personally known to be the Vice President and identical person whose name is affixed to the above Easement and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County the day and year last above written.



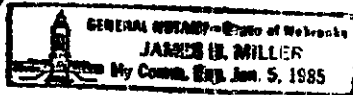
James B. Miller  
 Notary Public

Book 652  
 Page 545  
 of 11  
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69-39281.51

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 JUN - 3 - NOV 1981  
 C. HAROLD OSTLER  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEBR.

STATE OF NEBRASKA)  
 ) ss.  
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on  
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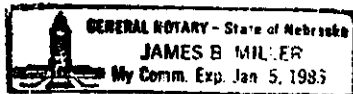


James B. Miller  
 Notary Public

STATE OF NEBRASKA)  
 ) ss.  
 COUNTY OF DOUGLAS)

On this 30 day of April, 1981, before me, the undersigned, a Notary Public in and for said County, personally came A M Jensen, Vice President of Scope Cable Television, Inc., a Nebraska Corporation, to me personally known to be the Vice President and identical person whose name is affixed to the above Easement and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County the day and year last above written.



James B. Miller  
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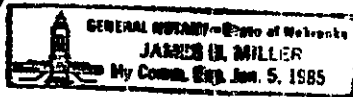
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 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEBR.

Book 652  
 Page 545  
 of 1  
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69-39281.511



STATE OF NEBRASKA)  
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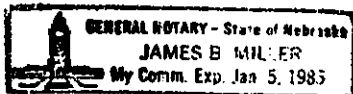


James B. Miller  
 Notary Public

STATE OF NEBRASKA)  
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 COUNTY OF DOUGLAS)

On this 30 day of April, 1981, before me, the undersigned, a Notary Public in and for said County, personally came A M Jensen, Vice President of Scope Cable Television, Inc., a Nebraska Corporation, to me personally known to be the Vice President and identical person whose name is affixed to the above Easement and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation.

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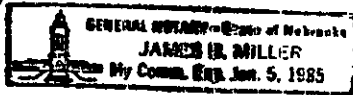
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Book 652  
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69-38281-511  
 Comped 61-50195  
 Index 1602  
 Fee 1602

STATE OF NEBRASKA)  
 ) ss.  
 COUNTY OF DOUGLAS)

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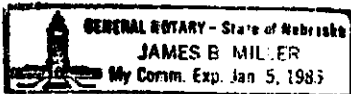


James B. Miller  
 Notary Public

STATE OF NEBRASKA)  
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 COUNTY OF DOUGLAS)

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Book 652  
 Page 545  
 of 11

Fee 16.00  
 Index 16.00  
 Comped 81-5219  
69-39281.51

EASEMENT

This indenture made the 27<sup>th</sup> day of MAY, 1981, by and between Wayne T. Recic and Jayne D. Recic, husband and wife, the "Grantors", and Omniview Cable Television, a Nebraska Corporation, the "Grantee".

WHEREAS, Grantors are the owners of a fee simple estate in certain lots located in Chapel Hills Subdivision, Douglas County, Nebraska

and WHEREAS, Grantors desire to grant a certain easement to the Grantee upon a 5' wide strip of land adjoining the rear lot lines of certain lots in said Chapel Hills Subdivision, solely for the purpose of installing and maintaining cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals.

NOW THEREFORE, Grantors hereby grant to Grantee an easement for the installation and maintenance of cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals over, under, ~~map~~ upon and through the following described property:

A 5' wide strip of land adjoining the rear lot lines of the following lots:

Lots ~~362~~, ~~361~~, ~~360~~, ~~449~~, ~~443~~, ~~417~~, ~~414~~, ~~413~~, ~~412~~, ~~409~~, ~~408~~, ~~407~~, ~~406~~, ~~405~~, ~~404~~, ~~403~~, ~~402~~, ~~401~~, ~~400~~, ~~399~~, ~~398~~, ~~397~~, ~~396~~, ~~395~~, ~~394~~, ~~393~~, ~~392~~, ~~391~~, ~~390~~, ~~389~~, ~~388~~, ~~387~~, ~~386~~, ~~385~~, ~~384~~, ~~383~~, ~~382~~, ~~381~~, ~~380~~, ~~379~~, ~~378~~, ~~377~~, ~~376~~, ~~375~~, ~~374~~, ~~373~~, ~~372~~, ~~371~~, ~~370~~, ~~369~~, ~~368~~, ~~367~~, ~~366~~, ~~365~~, ~~364~~, ~~363~~, ~~362~~, ~~361~~, ~~360~~, ~~359~~, ~~358~~, ~~357~~, ~~356~~, ~~355~~, ~~354~~, ~~353~~, ~~352~~, ~~351~~, ~~350~~, ~~349~~, ~~348~~, ~~347~~, ~~346~~, ~~345~~, ~~344~~, ~~343~~, ~~342~~, ~~341~~, ~~340~~, ~~339~~, ~~338~~, ~~337~~, ~~336~~, ~~335~~, ~~334~~, ~~333~~, ~~332~~, ~~331~~, ~~330~~, ~~329~~, ~~328~~, ~~327~~, ~~326~~, ~~325~~, ~~324~~, ~~323~~, ~~322~~, ~~321~~, ~~320~~, ~~319~~, ~~318~~, ~~317~~, ~~316~~, ~~315~~, ~~314~~, ~~313~~, ~~312~~, ~~311~~, ~~310~~, ~~309~~, 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## EASEMENT

This indenture made the 27<sup>th</sup> day of MAY, 1981, by and between Wayne E. Recic and Jayne D. Recic, husband and wife, the "Grantors", and Omniview Cable Television, a Nebraska Corporation, the "Grantee".

WHEREAS, Grantors are the owners of a fee simple estate in certain lots located in Chapel Hills Subdivision, Douglas County, Nebraska

and WHEREAS, Grantors desire to grant a certain easement to the Grantee upon a 5' wide strip of land adjoining the rear lot lines of certain lots in said Chapel Hills Subdivision, solely for the purpose of installing and maintaining cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals.

NOW THEREFORE, Grantors hereby grant to Grantee an easement for the installation and maintenance of cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals over, under, ~~map~~ upon and through the following described property:

A 5' wide strip of land adjoining the rear lot lines of the following lots:

Lots ~~362~~, ~~361~~, ~~360~~, ~~449~~, ~~448~~, ~~417~~, ~~414~~, ~~413~~, ~~412~~, ~~409~~, ~~408~~, ~~407~~, ~~483~~, ~~478~~, ~~477~~, ~~463~~, ~~462~~, ~~461~~, ~~485~~, ~~492~~, ~~490~~, ~~488~~, ~~489~~, ~~486~~, ~~513~~, 100, 95, and 94, in Chapel Hill, a subdivision in Douglas County, Nebraska.

Said easement granted to the Grantee shall in no manner restrict the use of said property by the Grantors, their successors or assigns, and shall not entitle Grantee to construct any structure, of whatsoever nature, above ~~grazing~~ ground.

It is further understood that the Grantors, their successors and assigns will be in no way bound to construct, maintain or to keep said easement in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantee, its successors or assigns, or any person using the said easement by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.

Grantee acknowledges that the area within the easement granted herein is also the subject of certain other easements which are contained in the protective covenants for Chapel Hills Subdivision, which covenants are recorded in Book 522, Page 471 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska.

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Lots ~~362~~, ~~361~~, ~~360~~, ~~449~~, ~~443~~, ~~417~~, ~~414~~, ~~413~~, ~~412~~, ~~409~~, ~~408~~, ~~407~~, ~~406~~, ~~405~~, ~~404~~, ~~403~~, ~~402~~, ~~401~~, ~~400~~, ~~399~~, ~~398~~, ~~397~~, ~~396~~, ~~395~~, ~~394~~, ~~393~~, ~~392~~, ~~391~~, ~~390~~, ~~389~~, ~~388~~, ~~387~~, ~~386~~, ~~385~~, ~~384~~, ~~383~~, ~~382~~, ~~381~~, ~~380~~, ~~379~~, ~~378~~, ~~377~~, ~~376~~, ~~375~~, ~~374~~, ~~373~~, ~~372~~, ~~371~~, ~~370~~, ~~369~~, ~~368~~, ~~367~~, ~~366~~, ~~365~~, ~~364~~, ~~363~~, ~~362~~, ~~361~~, ~~360~~, ~~359~~, ~~358~~, ~~357~~, ~~356~~, ~~355~~, ~~354~~, ~~353~~, ~~352~~, ~~351~~, ~~350~~, ~~349~~, ~~348~~, ~~347~~, ~~346~~, ~~345~~, ~~344~~, ~~343~~, ~~342~~, ~~341~~, ~~340~~, ~~339~~, ~~338~~, ~~337~~, ~~336~~, ~~335~~, ~~334~~, ~~333~~, ~~332~~, ~~331~~, ~~330~~, ~~329~~, ~~328~~, ~~327~~, ~~326~~, ~~325~~, ~~324~~, ~~323~~, ~~322~~, ~~321~~, ~~320~~, ~~319~~, ~~318~~, ~~317~~, ~~316~~, ~~315~~, ~~314~~, ~~313~~, ~~312~~, ~~311~~, ~~310~~, ~~309~~, 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## EASEMENT

This indenture made the 27<sup>th</sup> day of MAY, 1981, by and between Wayne T. Racic and Jayne D. Racic, husband and wife, the "Grantors", and Omniview Cable Television, a Nebraska Corporation, the "Grantee".

WHEREAS, Grantors are the owners of a fee simple estate in certain lots located in Chapel Hills Subdivision, Douglas County, Nebraska and

WHEREAS, Grantors desire to grant a certain easement to the Grantee upon a 5' wide strip of land adjoining the rear lot lines of certain lots in said Chapel Hills Subdivision, solely for the purpose of installing and maintaining cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals.

NOW THEREFORE, Grantors hereby grant to Grantee an easement for the installation and maintenance of cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals over, under, ~~map~~ upon and through the following described property:

A 5' wide strip of land adjoining the rear lot lines of the following lots:

Lots ~~362~~, ~~361~~, ~~360~~, ~~449~~, ~~448~~, ~~417~~, ~~414~~, ~~413~~, ~~412~~, ~~409~~, ~~408~~, ~~407~~, ~~406~~, ~~405~~, ~~404~~, ~~403~~, ~~402~~, ~~401~~, ~~400~~, ~~399~~, ~~398~~, ~~397~~, ~~396~~, ~~395~~, ~~394~~, ~~393~~, ~~392~~, ~~391~~, ~~390~~, ~~389~~, ~~388~~, ~~387~~, ~~386~~, ~~385~~, ~~384~~, ~~383~~, ~~382~~, ~~381~~, ~~380~~, ~~379~~, ~~378~~, ~~377~~, ~~376~~, ~~375~~, ~~374~~, ~~373~~, ~~372~~, ~~371~~, ~~370~~, ~~369~~, ~~368~~, ~~367~~, ~~366~~, ~~365~~, ~~364~~, ~~363~~, ~~362~~, ~~361~~, ~~360~~, ~~359~~, ~~358~~, ~~357~~, ~~356~~, ~~355~~, ~~354~~, ~~353~~, ~~352~~, ~~351~~, ~~350~~, ~~349~~, ~~348~~, ~~347~~, ~~346~~, ~~345~~, ~~344~~, ~~343~~, ~~342~~, ~~341~~, ~~340~~, ~~339~~, ~~338~~, ~~337~~, ~~336~~, ~~335~~, ~~334~~, ~~333~~, ~~332~~, ~~331~~, ~~330~~, ~~329~~, ~~328~~, ~~327~~, ~~326~~, ~~325~~, ~~324~~, ~~323~~, ~~322~~, ~~321~~, ~~320~~, ~~319~~, ~~318~~, ~~317~~, ~~316~~, ~~315~~, ~~314~~, ~~313~~, ~~312~~, ~~311~~, ~~310~~, ~~309~~, ~~308~~, ~~307~~, ~~306~~, ~~305~~, ~~304~~, ~~303~~, ~~302~~, ~~301~~, ~~300~~, ~~299~~, ~~298~~, ~~297~~, ~~296~~, ~~295~~, ~~294~~, ~~293~~, ~~292~~, ~~291~~, ~~290~~, ~~289~~, ~~288~~, ~~287~~, ~~286~~, ~~285~~, ~~284~~, ~~283~~, ~~282~~, ~~281~~, ~~280~~, ~~279~~, ~~278~~, ~~277~~, ~~276~~, ~~275~~, ~~274~~, ~~273~~, ~~272~~, ~~271~~, ~~270~~, ~~269~~, ~~268~~, ~~267~~, ~~266~~, ~~265~~, ~~264~~, ~~263~~, ~~262~~, ~~261~~, ~~260~~, ~~259~~, ~~258~~, ~~257~~, ~~256~~, ~~255~~, ~~254~~, ~~253~~, ~~252~~, ~~251~~, ~~250~~, ~~249~~, ~~248~~, ~~247~~, ~~246~~, ~~245~~, ~~244~~, ~~243~~, ~~242~~, ~~241~~, ~~240~~, ~~239~~, ~~238~~, ~~237~~, ~~236~~, ~~235~~, ~~234~~, ~~233~~, ~~232~~, ~~231~~, ~~230~~, ~~229~~, ~~228~~, ~~227~~, ~~226~~, ~~225~~, ~~224~~, ~~223~~, ~~222~~, ~~221~~, ~~220~~, ~~219~~, ~~218~~, ~~217~~, ~~216~~, ~~215~~, ~~214~~, ~~213~~, ~~212~~, ~~211~~, ~~210~~, ~~209~~, ~~208~~, ~~207~~, ~~206~~, ~~205~~, ~~204~~, ~~203~~, ~~202~~, ~~201~~, ~~200~~, ~~199~~, ~~198~~, ~~197~~, ~~196~~, ~~195~~, ~~194~~, ~~193~~, ~~192~~, ~~191~~, ~~190~~, ~~189~~, ~~188~~, ~~187~~, ~~186~~, ~~185~~, ~~184~~, ~~183~~, ~~182~~, ~~181~~, ~~180~~, ~~179~~, ~~178~~, ~~177~~, ~~176~~, ~~175~~, ~~174~~, ~~173~~, ~~172~~, ~~171~~, ~~170~~, ~~169~~, ~~168~~, ~~167~~, ~~166~~, ~~165~~, ~~164~~, ~~163~~, ~~162~~, ~~161~~, ~~160~~, ~~159~~, ~~158~~, ~~157~~, ~~156~~, ~~155~~, ~~154~~, ~~153~~, ~~152~~, ~~151~~, ~~150~~, ~~149~~, ~~148~~, ~~147~~, ~~146~~, ~~145~~, ~~144~~, ~~143~~, ~~142~~, ~~141~~, ~~140~~, ~~139~~, ~~138~~, ~~137~~, ~~136~~, ~~135~~, ~~134~~, ~~133~~, ~~132~~, ~~131~~, ~~130~~, ~~129~~, ~~128~~, ~~127~~, ~~126~~, ~~125~~, ~~124~~, ~~123~~, ~~122~~, ~~121~~, ~~120~~, ~~119~~, ~~118~~, ~~117~~, ~~116~~, ~~115~~, ~~114~~, ~~113~~, ~~112~~, ~~111~~, ~~110~~, ~~109~~, ~~108~~, ~~107~~, ~~106~~, ~~105~~, ~~104~~, ~~103~~, ~~102~~, ~~101~~, ~~100~~, ~~99~~, ~~98~~, ~~97~~, ~~96~~, ~~95~~, ~~94~~, in Chapel Hill, a subdivision in Douglas County, Nebraska.

Said easement granted to the Grantee shall in no manner restrict the use of said property by the Grantors, their successors or assigns, and shall not entitle Grantee to construct any structure, of whatsoever nature, above ~~ground~~ ground.

It is further understood that the Grantors, their successors and assigns will be in no way bound to construct, maintain or to keep said easement in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantee, its successors or assigns, or any person using the said easement by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.

Grantee acknowledges that the area within the easement granted herein is also the subject of certain other easements which are contained in the protective covenants for Chapel Hills Subdivision, which covenants are recorded in Book 522, Page 471 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska.

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EASEMENT

This indenture made the 27<sup>th</sup> day of MAY, 1981, by and between Wayne E. Recic and Jayne D. Recic, husband and wife, the "Grantors", and Omniview Cable Television, a Nebraska Corporation, the "Grantee".

WHEREAS, Grantors are the owners of a fee simple estate in certain lots located in Chapel Hills Subdivision, Douglas County, Nebraska and

WHEREAS, Grantors desire to grant a certain easement to the Grantee upon a 5' wide strip of land adjoining the rear lot lines of certain lots in said Chapel Hills Subdivision, solely for the purpose of installing and maintaining cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals.

NOW THEREFORE, Grantors hereby grant to Grantee an easement for the installation and maintenance of cable television wire and cable, and all accessories and appurtenances thereto for the carrying and transmission of cable television signals over, under, upon and through the following described property:

A 5' wide strip of land adjoining the rear lot lines of the following lots:

Lots ~~362~~, ~~361~~, ~~360~~, ~~449~~, ~~448~~, ~~417~~, ~~414~~, ~~413~~, ~~412~~, ~~409~~, ~~408~~, ~~407~~, ~~483~~, ~~478~~, ~~477~~, ~~463~~, ~~462~~, ~~461~~, ~~485~~, ~~492~~, ~~490~~, ~~488~~, ~~489~~, ~~486~~, ~~513~~, 100, 95, and 94, in Chapel Hill, a subdivision in Douglas County, Nebraska.

Said easement granted to the Grantee shall in no manner restrict the use of said property by the Grantors, their successors or assigns, and shall not entitle Grantee to construct any structure, of whatsoever nature, above ground.

It is further understood that the Grantors, their successors and assigns will be in no way bound to construct, maintain or to keep said easement in repair; nor do the Grantors, their successors or assigns, assume any liability or responsibility to the Grantee, its successors or assigns, or any person using the said easement by invitation expressed or implied, or by reason of any business conducted with the Grantee, its successors or assigns, or otherwise.

Grantee acknowledges that the area within the easement granted herein is also the subject of certain other easements which are contained in the protective covenants for Chapel Hills Subdivision, which covenants are recorded in Book 522, Page 471 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska.

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BOOK 652 PAGE 547

Grantee agrees to do nothing which would disturb the use or maintenance of such previously granted easements, and to hold Grantors harmless from any liability occasioned by Grantee's interference with or damage of any utility lines in said easement; It is further understood and agreed that the Grantee shall hold the Grantors harmless from any liability and pay any damages which may arise from the Grantee's use of said easement or from the maintenance, repair, or replacement of the cable television wire and cables.

It is further understood and agreed that this easement, shall be non-exclusive; that Grantors shall have the right to grant a similar easement over the same property to other cable television companies, provided, however, that Grantors shall have no liability to Grantees for any damages arising from other cable television companies installing and maintaining their lines, or damaging Grantee's lines.

It is further understood and agreed that should the use of said easement ever be abandoned by Grantee or its successors or assigns, then this easement shall terminate and all right, title and interest therein shall revert to Grantors, or their successors or assigns.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first above written.

  
Wayne D. Resic

  
Jayne D. Resic

  
Steve Gross

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BOOK 652 PAGE 547

Grantee agrees to do nothing which would disturb the use or maintenance of such previously granted easements, and to hold Grantors harmless from any liability occasioned by Grantee's interference with or damage of any utility lines in said easement; It is further understood and agreed that the Grantee shall hold the Grantors harmless from any liability and pay any damages which may arise from the Grantee's use of said easement or from the maintenance, repair, or replacement of the cable television wire and cables.

It is further understood and agreed that this easement, shall be non-exclusive; that Grantors shall have the right to grant a similar easement over the same property to other cable television companies, provided, however, that Grantors shall have no liability to Grantees for any damages arising from other cable television companies installing and maintaining their lines, or damaging Grantee's lines.

It is further understood and agreed that should the use of said easement ever be abandoned by Grantee or its successors or assigns, then this easement shall terminate and all right, title and interest therein shall revert to Grantors, or their successors or assigns.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first above written.

  
Wayne D. Resic

  
Jayne D. Resic

  
Steve Gross

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BOOK 652 PAGE 547

Grantee agrees to do nothing which would disturb the use or maintenance of such previously granted easements, and to hold Grantors harmless from any liability occasioned by Grantee's interference with or damage of any utility lines in said easement; It is further understood and agreed that the Grantee shall hold the Grantors harmless from any liability and pay any damages which may arise from the Grantee's use of said easement or from the maintenance, repair, or replacement of the cable television wire and cables.

It is further understood and agreed that this easement, shall be non-exclusive; that Grantors shall have the right to grant a similar easement over the same property to other cable television companies, provided, however, that Grantors shall have no liability to Grantees for any damages arising from other cable television companies installing and maintaining their lines, or damaging Grantee's lines.

It is further understood and agreed that should the use of said easement ever be abandoned by Grantee or its successors or assigns, then this easement shall terminate and all right, title and interest therein shall revert to Grantors, or their successors or assigns.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first above written.

  
Wayne D. Resic

  
Jayne D. Resic

  
Steve Gross

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BOOK 652 PAGE 547

Grantee agrees to do nothing which would disturb the use or maintenance of such previously granted easements, and to hold Grantors harmless from any liability occasioned by Grantee's interference with or damage of any utility lines in said easement; It is further understood and agreed that the Grantee shall hold the Grantors harmless from any liability and pay any damages which may arise from the Grantee's use of said easement or from the maintenance, repair, or replacement of the cable television wire and cables.

It is further understood and agreed that this easement, shall be non-exclusive; that Grantors shall have the right to grant a similar easement over the same property to other cable television companies, provided, however, that Grantors shall have no liability to Grantees for any damages arising from other cable television companies installing and maintaining their lines, or damaging Grantee's lines.

It is further understood and agreed that should the use of said easement ever be abandoned by Grantee or its successors or assigns, then this easement shall terminate and all right, title and interest therein shall revert to Grantors, or their successors or assigns.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first above written.

  
Jayne D. Resic

  
Jayne D. Resic

  
Steve Gross

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BOOK 652 PAGE 547

Grantee agrees to do nothing which would disturb the use or maintenance of such previously granted easements, and to hold Grantors harmless from any liability occasioned by Grantee's interference with or damage of any utility lines in said easement; It is further understood and agreed that the Grantee shall hold the Grantors harmless from any liability and pay any damages which may arise from the Grantee's use of said easement or from the maintenance, repair, or replacement of the cable television wire and cables.

It is further understood and agreed that this easement, shall be non-exclusive; that ~~Grantors~~ Grantors shall have the right to grant a similar easement over the same property to other cable television companies, provided, however, that Grantors shall have no liability to Grantees for any damages arising from other cable television companies installing and maintaining their lines, or damaging Grantee's lines.

It is further understood and agreed that should the use of said easement ever be abandoned by Grantee or its successors or assigns, then this easement shall terminate and all right, title and interest therein shall revert to Grantors, or their successors or assigns.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed on the day and year first above written.

  
Wayne D. Recic

  
Jayne D. Recic

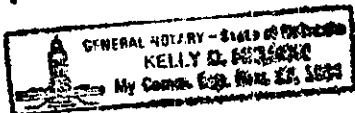
  
Steve Gross

POOR COPY FILED

BOOK 652 PAGE 348

STATE OF NEBRASKA )  
 ) ss.  
County of Douglas )

The foregoing instrument was acknowledge before me on  
May 27, 1981, by Wayne P. and Jayne D. Recie



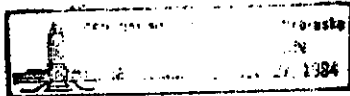
Kelly D. Nelson  
Notary Public

POOR COPY FILED

STATE OF NEBRASKA )  
 ) ss.  
County of Douglas )

On this 27 of May, 1981, before me, the undersigned  
a Notary Public in and for said County, personally came Shirley Grace  
Shirley, of Danvers Cable Television  
a Nebraska Corporation, to me personally known to be the  
the identical person whose name is affixed to the above Recient and  
acknowledged the execution thereof to be his ~~xxxix~~ voluntary act and deed as  
such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County the day  
and year last above ~~xxxxxx~~ written.



Kelly D. Nelson  
Notary Public

*and myself and  
the 2 of 10  
of 1981*

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JUN 3 1981  
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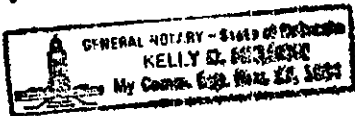
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Compt 81-53100  
69-328

Book 652  
Page 546  
of 771

BOOK 652 PAGE 348

STATE OF NEBRASKA )  
 ) ss.  
County of Douglas )

The foregoing instrument was acknowledge before me on  
May 27, 1981, by Wayne P. and Jayne D. Recie



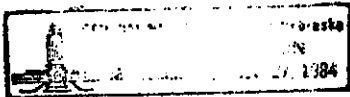
Kelly D. Nelson  
Notary Public

POOR COPY FILED

STATE OF NEBRASKA )  
 ) ss.  
County of Douglas )

On this 27 of May, 1981, before me, the undersigned  
a Notary Public in and for said County, personally came Steve Crow  
Officer, of Danvers Cable Television,  
a Nebraska Corporation, to me personally known to be the  
the identical person whose name is affixed to the above Easement and  
acknowledged the execution thereof to be his ~~xxxix~~ voluntary act and deed as  
such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County the day  
and year last above ~~xxxxxx~~ written.



Kelly D. Nelson  
Notary Public

*Handwritten notes:*  
see serial 100  
100-100-100  
100-100-100

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1981  
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U.S. DEPARTMENT OF JUSTICE

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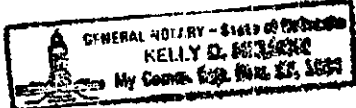
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69-328  
Index 1100  
Fee 1100

Book 652  
Page 546  
of 771

BOOK 652 PAGE 348

STATE OF NEBRASKA )  
 ) ss.  
County of Douglas )

The foregoing instrument was acknowledge before me on  
May 27, 1981, by Wayne P. and Jayne D. Recie



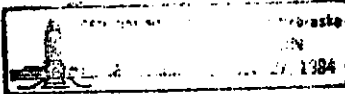
Kelly D. Nelson  
Notary Public

POOR COPY FILED

STATE OF NEBRASKA )  
 ) ss.  
County of Douglas )

On this 27 of May, 1981, before me, the undersigned  
a Notary Public in and for said County, personally came Shirley Grace  
Shirley Grace, of Omaha, Nebraska Cable Television  
a Nebraska Corporation, to me personally known to be the  
the identical person whose name is affixed to the above Encement and  
acknowledged the execution thereof to be his ~~xxxix~~ voluntary act and deed as  
such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County the day  
and year last above ~~xxxxxx~~ written.



Kelly D. Nelson  
Notary Public

*notary public seal*  
*Shirley Grace*  
*Omaha, Nebraska*  
*May 27, 1981*

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JUDICIAL DISTRICT NO. 1  
COUNTY OF NEBRASKA

12 pages

Book 652  
Page 546  
of 771

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Index 12.00

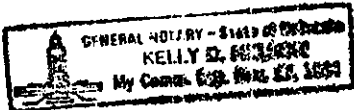
Completed 8/25/81  
69-302

81-511 69-302

BOOK 652 - 548

STATE OF NEBRASKA )  
County of Douglas ) ss.

The foregoing instrument was acknowledge before me on  
May 27, 1981, by Wayne P. and Jayne D. Recie



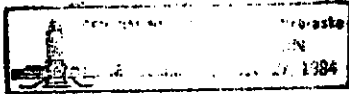
Kelly D. Nelson  
Notary Public

POOR COPY FILED

STATE OF NEBRASKA )  
County of Douglas ) ss.

On this 27 of May, 1981, before me, the undersigned  
a Notary Public in and for said County, personally came Steve Groe  
Officer, of Danville Cable Television  
a Nebraska Corporation, to me personally known to be the  
the identical person whose name is affixed to the above Encement and  
acknowledged the execution thereof to be his ~~xxxix~~ voluntary act and deed as  
such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County the day  
and year last above ~~xxix~~ written.



Kelly D. Nelson  
Notary Public

*and myself Groe  
Steve Groe  
Danville Cable  
Television  
May 27, 1981*

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1981  
CLERK OF DISTRICT COURT  
DOUGLAS COUNTY, NEBR.

12 pages

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Index 69-325  
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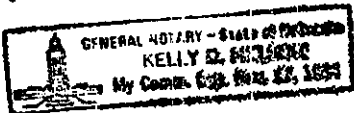
Book 652  
Page 546  
of 77 pages



BOOK 652 PAGE 348

STATE OF NEBRASKA )  
County of Douglas ) ss.

The foregoing instrument was acknowledge before me on  
May 27, 1981, by Wayne P. and Jayne D. Recie



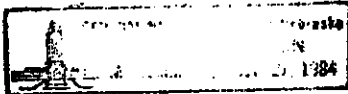
Kelly D. Nelson  
Notary Public

POOR COPY FILED

STATE OF NEBRASKA )  
County of Douglas ) ss.

On this 27 of May, 1981, before me, the undersigned  
a Notary Public in and for said County, personally came Steve Crow  
Officer, of Danville Cable Television  
a Nebraska Corporation, to me personally known to be the  
the identical person whose name is affixed to the above Easement and  
acknowledged the execution thereof to be his ~~xxxx~~ voluntary act and deed as  
such officer, and the voluntary act and deed of said Corporation.

WITNESS my hand and seal at Omaha, Nebraska, in said County the day  
and year last above ~~xxxxxx~~ written.



Kelly D. Nelson  
Notary Public

*Handwritten notes:*  
Steve Crow  
Danville Cable TV  
10/1/81  
12/15/83

RECEIVED  
JUN -3 AM 10:07  
JANUARY 1981  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE

*Handwritten:* 12/15/83

81-511

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Index 69-328  
Fee 16.00

Book 652  
Page 546  
of (171)

896-522

Spring Valley Plaza

**Plat and Dedication**

Filed 4-11-89 in Book 1847 at Page 128 Instrument No. \_\_\_\_\_

Grants a perpetual easement in favor of:

Omaha Public Power District, Qwest Communications, Cox Cable NWBTC  
and any cable company granted a cable television franchise system, and/or

for utility, installation and maintenance, (on over through under and across or

a 5 foot wide strip of land abutting the front and the side boundary lines of all lots;  
an 8 foot wide strip of land abutting the rear boundary line of all interior lots.  
And a 16 foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
Abutting all cul-de-sac streets.

Any additional info,

\*\*\*\*\*

**Declaration of Covenants, Conditions, Restrictions and Easements,**  
Restrictive Covenants, Protective Covenants or:

Filed 6-14-91 in Book 967 at Page 23 Instrument No. \_\_\_\_\_

Omaha Public Power District, Qwest Communications, Cox Cable  
and any cable company granted a cable television franchise system: And / or

for utility, installation and maintenance on, over, through, under and across: or

a \_\_\_\_\_ foot wide strip of land abutting the front and the side boundary lines of all lots;  
an \_\_\_\_\_ foot wide strip of land abutting the rear boundary lone of all interior lots;  
and a \_\_\_\_\_ foot wide strip of land abutting the rear boundary line of all exterior lots.

Does it include the following?? Yes or No (Circle One)

Also grants an easement to Metropolitan Utilities District \_\_\_\_\_ for utility,  
installation and maintenance on, through, under and across a \_\_\_\_\_ foot wide strip of land  
abutting all cul-de-sac streets.

Does it include the Following ?? Homeowners Association Yes or No. (Circle One)

Does it include the Following ?? Possible Telephone Connection Charge Yes or No. (Circle One)

Any additional info.

Declarant grant, Pedestrian Easements, Vehicular easement  
Common Component Easements, utility easements, Parking easement  
Access Easements, Fire and Emergency Access, self help easements

**Easement Right of Way 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> or \_\_\_\_\_ Amendment to \_\_\_\_\_**  
Dated \_\_\_\_\_ Filed \_\_\_\_\_ Book \_\_\_\_\_ at Page \_\_\_\_\_, Instrument No. \_\_\_\_\_

AM R/C 1103-158 filed 11-18-93 to 967-23  
AM R/C 1103-168 filed 11-18-93 to 967-23

adm Sub 1206/370 filed 4-8-97 Copy