



BK 1388 PG 159-161

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 SEP -6 PM 12:05

6



MISC 2001 14156

215 N. Main ST
Fremont, NE 68025
402-727-5400

✓ 1210

RECORDING INFORMATION ABOVE

RECEIVED

EASEMENT AGREEMENT

Limited Liability Company Easement

FEE 15.00 FB _____
 BKP _____ C/O _____ COMP _____
 DEL _____ SCAN CR FV _____

The undersigned ("Grantor") for and in consideration of \$ 1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto QWEST CORPORATION, a Colorado corporation ("Grantee"), whose address is 1801 California St., Suite 5200, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunications facilities, electrical and gas facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Nebraska, State of Nebraska, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit: NEBRASKA

An easement located in the northerly portion of the Grantor's property, being the easterly 10 feet of the westerly 70 feet of the northerly 10 feet, (typical... example only) "OR" which is described in its entirety on EXHIBIT "A" which is attached hereto and by this reference made a part hereof, all of which is situated in the NE 1/4 of Section 11 Township 15N Range 11E of the 6th P.M.

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

R/W # 011940/NE

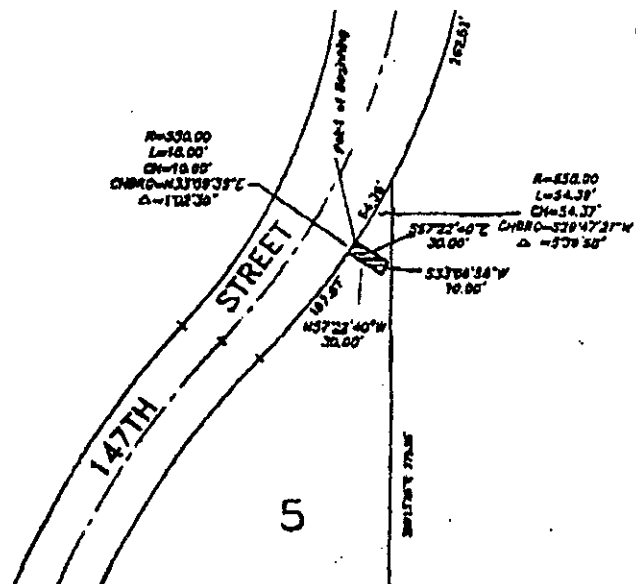
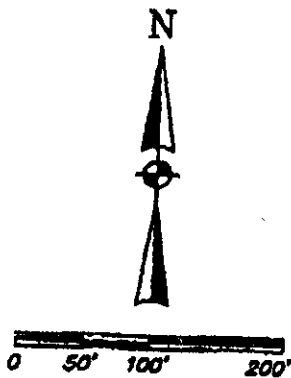
R/W # 0119401NE

EXHIBIT "A"

In reference to easement agreement between 144-MAPLE, LLC
 Grantors(s) and Qwest Corporation, a Colorado
 Corporation, whose address is 1801 California Street, Suite 5100, Denver, CO 80202, Grantee,
 covering the real property described as follows:

*A tract of land located in Lot 5, Grayhawk, a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows:
 Referring to the Northernmost corner of Lot 5, Grayhawk; Thence Southwesterly on a 550.00 Ft. radius curve to the right 34.39 Ft. (Long Chord bears S28°47'21"W, 54.37 Ft.) on the West line of said Lot 5, to the Point of Beginning; Thence S57°22'40"E, 30.00 Ft.; Thence S33°08'58"W, 10.00 Ft.; Thence N57°22'40"W, 30.00 Ft.; Thence Northeasterly on a 550.00 Ft. radius curve to the left 10.00 Ft. (Long Chord bears N33°08'35"E, 10.00 Ft.) on the West line of said Lot 5, to the Point of beginning, containing 0.007 acres more or less.*

Easement Description:



This easement is made an integral part of aforementioned easement agreement.

Job #: 12BA634

Exchange: OMAHA

County: Douglas

¼ Section: NE

Section: 11

Township: 15N

Range: 11E

[Signature]
 Initial