

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that, Milton B. Faulk and Betty J. Faulk whose address is 10530 Pacific Street #50, Omaha, Nebraska 68114, hereinafter called Grantor, for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Level 3 Communications, LLC its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and easement to construct, operate, maintain, inspect, alter, replace and remove such underground communications system ("System") as the Grantee may, from time to time, require, consisting of underground cables, wires, conduits, manholes, drains, surface location markers and other facilities and equipment for similar uses, through, under and along a twenty-five foot (25') wide access road ("Easement") and being the real property described in Exhibit A attached hereto ("Property") and a plat of the Easement shown on Exhibit B attached hereto and, by reference both made a part hereof, together with the right of, ingress and egress over and across the Easement, and the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement.

Grantor represents and warrants to Grantee that: Grantor is the sole and lawful owner and is in peaceful possession of the Property; the Property is free and clear of all liens and encumbrances; Grantor has good and marketable title to convey the Easement granted herein; the Easement is wholly within the Property; and the Easement is free of any grants, claims, or encumbrances which would conflict with Grantee's unrestricted use thereof, as contemplated by this agreement.

Grantor shall have the right to use and enjoy the surface of the Easement except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantee warrants that the Grantor, their heirs and assigns, shall always have the right of ingress and egress forever across said access road. Grantor agrees not to erect or construct any building or structure, or plant trees within the Easement. Grantee hereby agrees that Grantee shall restore the asphalt surface of the Easement in a manner as good as or better condition than prior to construction within fifteen days (15) days of completion of construction or any subsequent maintenance periods.

Grantee agrees to fully compensate Grantor for any damage or injury done to improvements, structures, parking areas, landscaping and other appurtenances and/or other improvements in the course of construction and maintenance associated with the aforesaid System except if caused by the negligent or willful act or omissions of Grantor, their heirs, assigns, agents, employees or contractors. Grantee agrees that any areas adjacent to the Easement that are

99-31531B

altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the Easement shall be restored to their prior condition when said construction or maintenance is completed.

Grantee agrees to release, indemnify, defend and hold harmless Grantor against any and all claims, demands and causes of action arising in favor of any person, corporation or governmental entity, because of personal injury including death, or damages to property, including the System, resulting from any act or omission of Grantee its employees, contractors, subcontractors, or agents in the course of construction and maintenance of the System or use of the Easement.

Grantee agrees to provide ingress and egress at all times for all of the businesses using the Easement for access to their businesses during construction or maintenance.

Grantor agrees that should the System be abandoned, or not used for a period of two (2) years, the Easement shall automatically cease and terminate. Grantee shall, if requested by the undersigned, release the same of record and remove all underground equipment installed under this easement.

Grantor hereby agrees to warrant and forever defend title to the Easement against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full right and authority to enter into and deliver unto Grantee this right of way and easement.

The covenants, terms, conditions and provisions therein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed this 11th day of October, 1999.


Milton B. Faulk

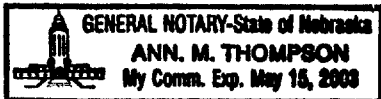

Betty J. Faulk

99-31531C

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS

BEFORE ME, the undersigned authority, on this 11th day of October, 1999, personally appeared Milton B. Faulk and Betty J. Faulk, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed and for the purposes and consideration therein expressed.



Ann M. Thompson
Notary Public

May 15, 2003

Commission Expires

99-31531D

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Property situated in the City of Bellevue, County of Sarpy, and State of Nebraska, being a twenty-five (25') wide access road described as follows:

Being the same land described in an Access Easement Agreement from Betty J. Faulk and husband Milton B. Faulk to Edwin S. Conine and Susan E. Conine, dated October 31, 1983, and recorded in Volume 56, Page 750, of the Miscellaneous Records of Sarpy County, Nebraska.

It is understood and agreed that Level 3 Communications, LLC will install a fiber optic system along and under the hereinabove described easement.

See ATTACHED LEGAL DESCRIPTION

56-750C
99-31531E

LEGAL DESCRIPTION

NOVEMBER 8, 1983

JOB NO. 345B

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF CHANDLER ROAD, 33 FEET NORTH OF AND 462 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH $00^{\circ}04'44''$ EAST, A DISTANCE OF 453.78 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE NORTH $60^{\circ}57'24''$ EAST, A DISTANCE OF 315.27 FEET; THENCE SOUTH $29^{\circ}25'39''$ EAST ALONG A LINE 25 FEET WESTERLY OF AND PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, A DISTANCE OF 383.28 FEET; THENCE SOUTH $43^{\circ}33'04''$ EAST ALONG A LINE 25 FEET WESTERLY OF AND PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF SAID RAILROAD, A DISTANCE OF 154.71 FEET; THENCE SOUTH $29^{\circ}11'46''$ EAST ALONG A LINE 25 FEET WEST OF AND PARALLEL TO THE WEST LINE OF SAID RAILROAD, A DISTANCE OF 10.80 FEET; THENCE NORTH $90^{\circ}00'00''$ WEST, A DISTANCE OF 374.47 FEET; THENCE NORTH $00^{\circ}35'19''$ WEST ALONG THE EAST LINE OF THE NORTHWESTERN BELL TELEPHONE COMPANY PROPERTY, A DISTANCE OF 149.92 FEET; THENCE SOUTH $89^{\circ}36'40''$ WEST ALONG THE NORTHWESTERN BELL TELEPHONE COMPANY PROPERTY, A DISTANCE OF 200.00 FEET; THENCE NORTH $00^{\circ}04'44''$ EAST, A DISTANCE OF 153.78 FEET TO THE POINT OF BEGINNING. CONTAINING 3.118 ACRES MORE OR LESS.

THE SCHEMME ASSOCIATES INC.
ARCHITECTS-ENGINEERS-PLANNERS
10830 OLD HILL ROAD
OMAHA, NEBRASKA 68154

EXHIBIT A

R/L STA STARTS AT 2+00
UNTIL AREA EXITING BUILDING
IS DETERMINED.

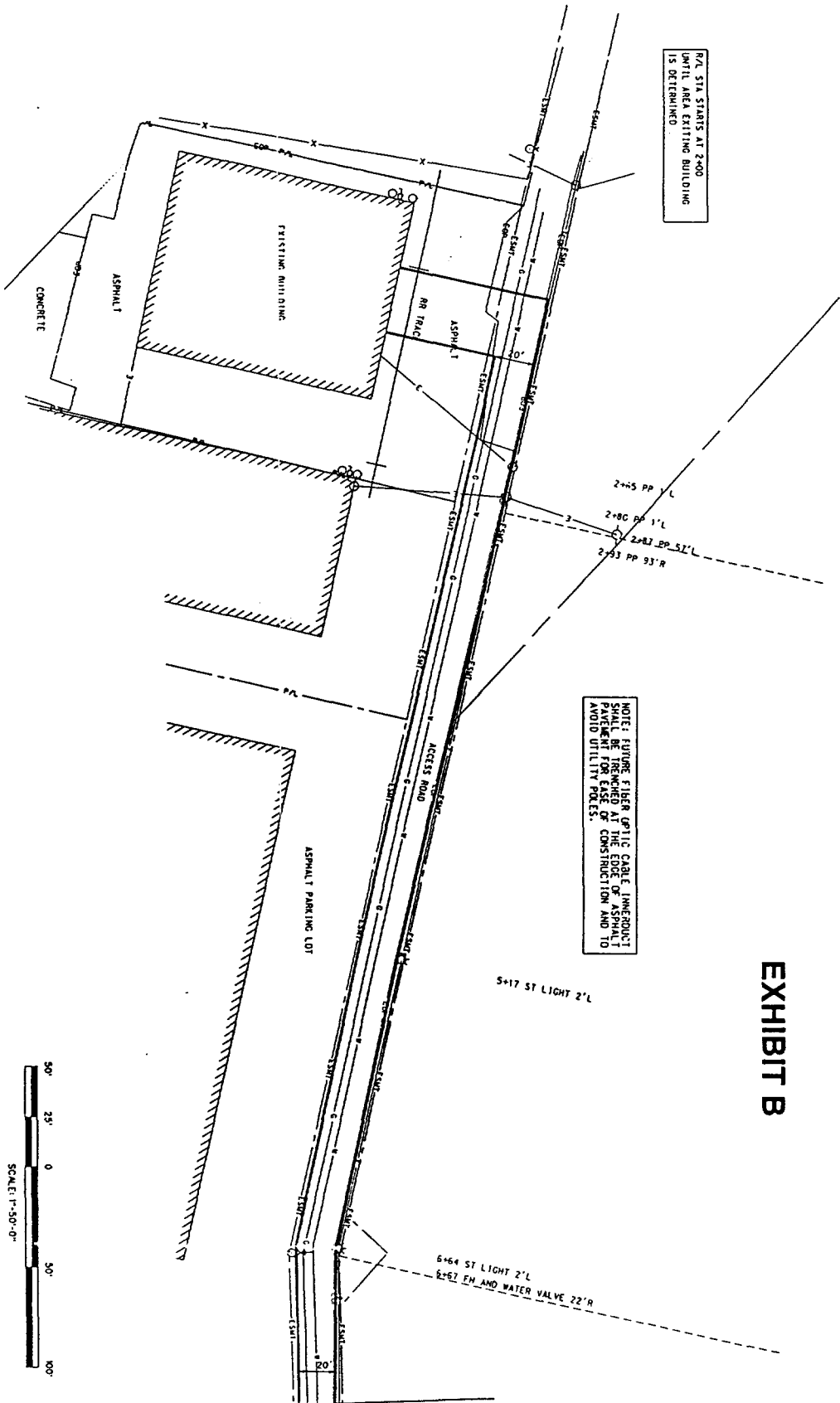
EXHIBIT B

NOTE: FUTURE FIBER OPTIC CABLE INNERDUCT SHALL BE TREMCHED AT THE EDGE OF ASPHALT PAYEMENT FOR EASE OF CONSTRUCTION AND TO AVOID UTILITY POLES.

S+17 ST LIGHT 2' L

6+64 ST LIGHT 2'L
6+67 FM AND WATER VALVE 22'R

MATCHLINE STATION 7+45
SEE DWG S09-P001



SCALE: 1"=50'-0"

[illegible]

99-31531G

Filename: s:\level3\den-oma\15th_chandler\denoma.dgn

