



BK 1389 PG 142-145



MISC 2001 10189

RICHARD W. JONES
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2001 JUL 11 PM 1:12

FORMATION ABOVE

Fremont, NE 68025
402-727-5400

EASEMENT AGREEMENT**Corporate Easement**

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 DOUGLAS, State of NEBRASKA, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

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 7 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 # 0114102NE

Mix. 20.2 FB 01-60000
4 BKP 7.15.11 C/O MB COMP MB
1 DEL OK SCAN OK FV OK

Page 1 of 2

Re: Paramount Designs, Inc.
215 N. Main St.
Fremont NE
68025

✓ 1080

Initials _____

RECORDING INFORMATION ABOVE

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is situated.

Corporate Easement

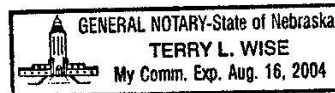
GRANTOR:

Attest _____
Corporate Secretary

[CORPORATE SEAL]

Piney Creek, Inc.
(Official name of corporation)
By: [Signature]
Name: Henry J. Sudbeck
Title: President

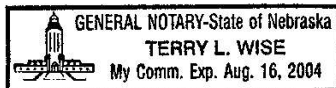
STATE OF < NEBRASKA >)
) ss:
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me this 16 day of May, 2001, by Henry J. Sudbeck as [President, Vice President] of Piney Creek, a [State of incorporation] corporation, on behalf of the corporation.

Witness my hand and official seal:

[NOTARY SEAL]

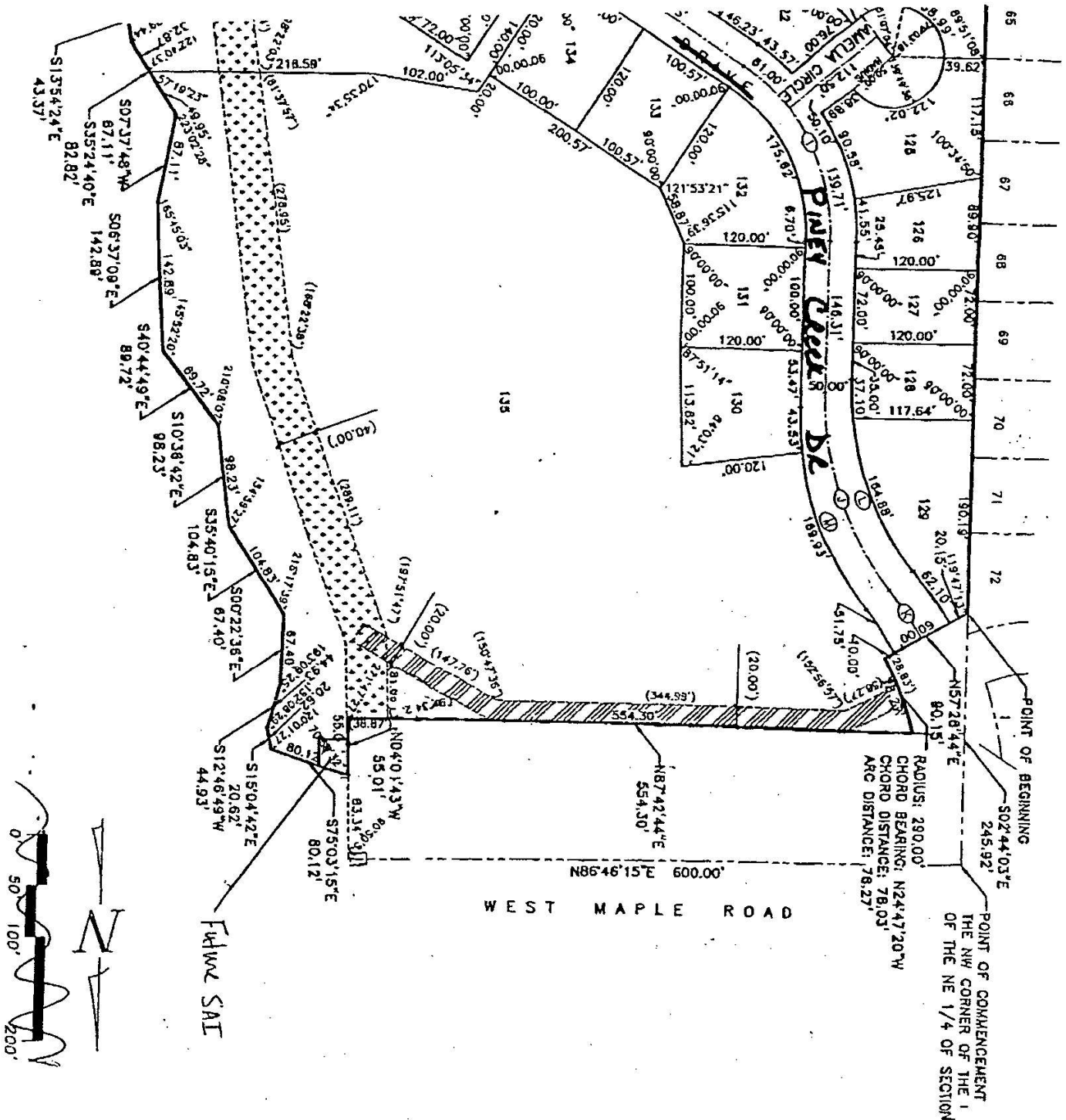


[Signature]
Notary Public
My commission expires: 08-16-04

R/W# 0114102NE Job # 12BA373
Exchange ELKHORN County DOUGLAS
¼ Section NE Section 7 Township 15N Range 11E

Page 2 of 2

EXHIBIT "A-1"



RECORDING INFORMATION ABOVE

EXHIBIT "A"

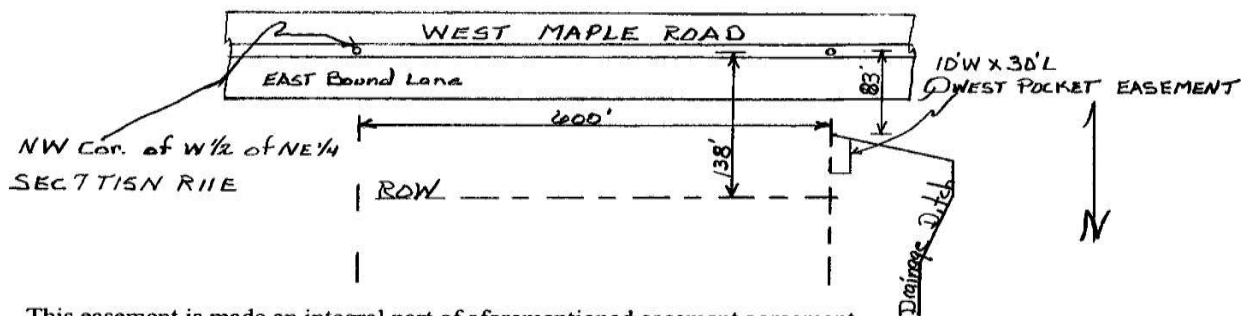
R/W # 0114102NE

In reference to easement agreement between Piney Creek
Grantors(s) and Qwest Corporation, a Colorado
 Corporation, whose address is 1801 California Street, Suite 5200, Denver, CO 80202, Grantee,
 covering the real property described as follows:

A pocket easement being 10 feet in width and 30 feet in length located in the Northeast $\frac{1}{4}$ of Sec. 7 T15N R11E in Douglas County, State of Nebraska.

The north line of said 10'X30' pocket is parallel with and adjacent to the center line of West Maple Road which is also the North section line of sec. 7 T15N R11E and is more particularly described as follows:

Commencing at the Northwest corner of the west $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said sec. 7 thence due east along and upon the section line for a distance of 600' to a point on line, thence an angle to right of 90° for a distance of 83' to the point of beginning at the northwest corner of said pocket easement. Thence due south with an angle of 00° with a distance of 30', thence due east with an angle to the left of 90° with a distance of 10', thence due north with an angle to the left of 90° with a distance of 30', thence due west with an angle to the left of 90° with a distance of 10' to the point of beginning and there terminating



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

Job #: 12BA373Exchange: ELKHORNCounty: DOUGLAS $\frac{1}{4}$ Section: NESection: 7Township: 15NRange: 11E

Initial