

FILED SARPY CO. NE
INSTRUMENT NUMBER

2005-11250

2005 APR 11 PM 4:04

Sharon G. Dowling

REGISTERED OF DEEDS

COUNTER	<u>43</u>	C.E.	<u>AS</u>
VERIFY	<u>pa</u>	D.E.	<u>AS</u>
PROOF	<u>p</u>		
FES \$	<u>43.50</u>		
CHECK#	<u>2320</u>		
CIG		CASH	
F FUND		CREDIT	
C CRT		NOR	

RTR

RETURN TO PREPARER PARAMOUNT DESIGNS 215 N. MAIN FREMONT, NE. 68025
RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Limited Liability Company 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 Sarpy, State of Nebraska, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

Lot One Hundred Three thru One Hundred six (103-106) and One Hundred eight thru One Hundred Eleven (108-111), Inclusive, and lots Two Hundred Twenty-eight thru Two Hundred Thirty-five (228-235), Inclusive, and Outlot "B", all in Standing Stone Addition, as surveyed, platted and recorded in Sarpy County, Ne. and as shown on attached Exhibits "A" thru "E"

all of which is situated in the NW1/4 of Sec. 1, T- 13N and SW1/4 Sec. 36, T- 14N, R- 10E of the 6 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.

RW # NA0309058601

Initials *BJ*
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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.

Limited Liability Company Easement

GRANTOR:

Standing Stone L.L.C.

By: [Signature]
Name: Steve W. Falter
Title: Partner

STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 9th day of March, 2005, by Steve W. Falter as [Partner] of Standing Stone LLC, a [] limited liability company, on behalf of the company.

Witness my hand and official seal:

[Signature]
Notary Public
My commission expires: 8/22/06

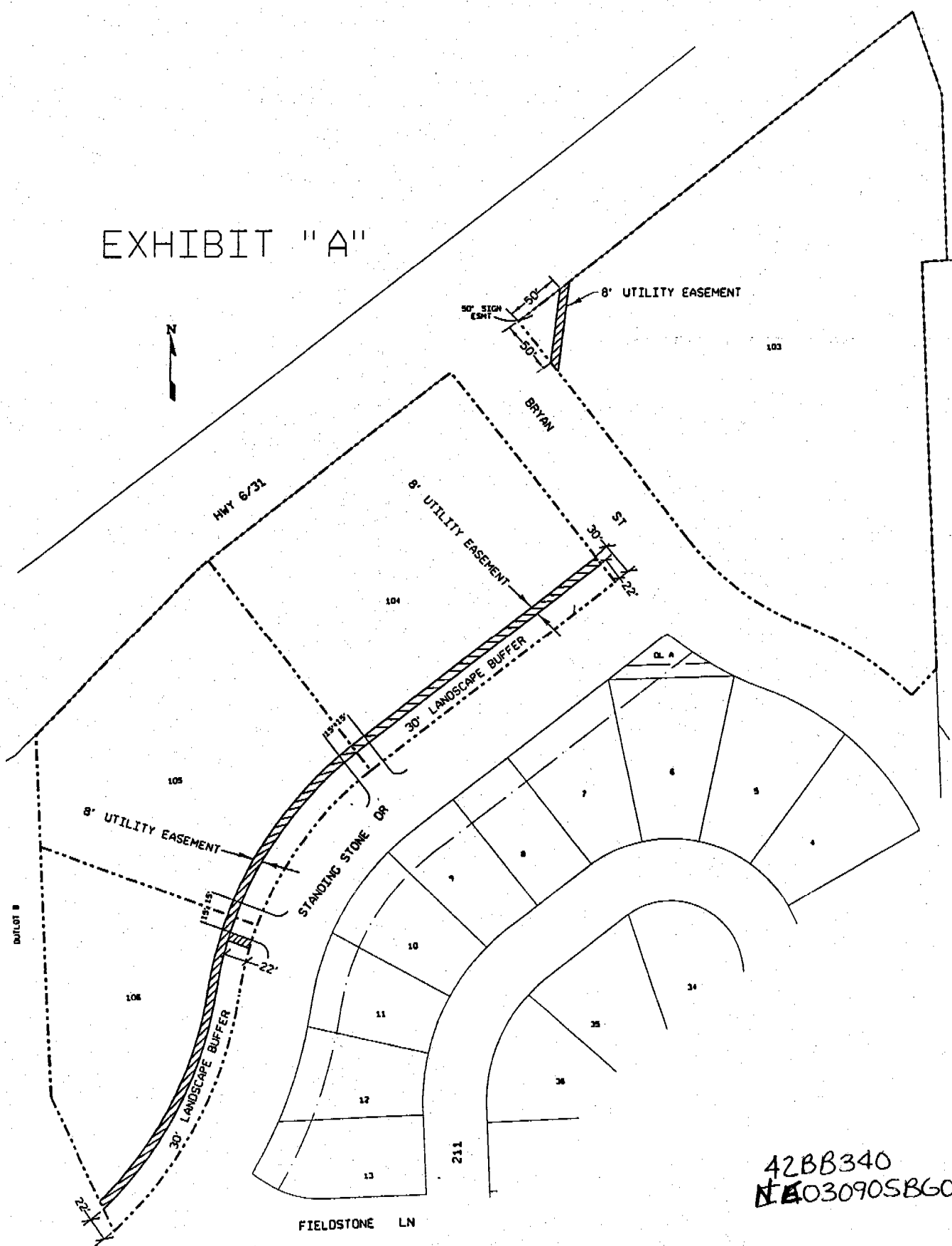
[NOTARY SEAL]



R/W# N0309058601 Job # R42BB340
Exchange GRETNA County SARPY
1/4 Section NW Section 1 Township 13N Range 10E
1/4 Section SW Section 36 Township 14N Range 10E

B

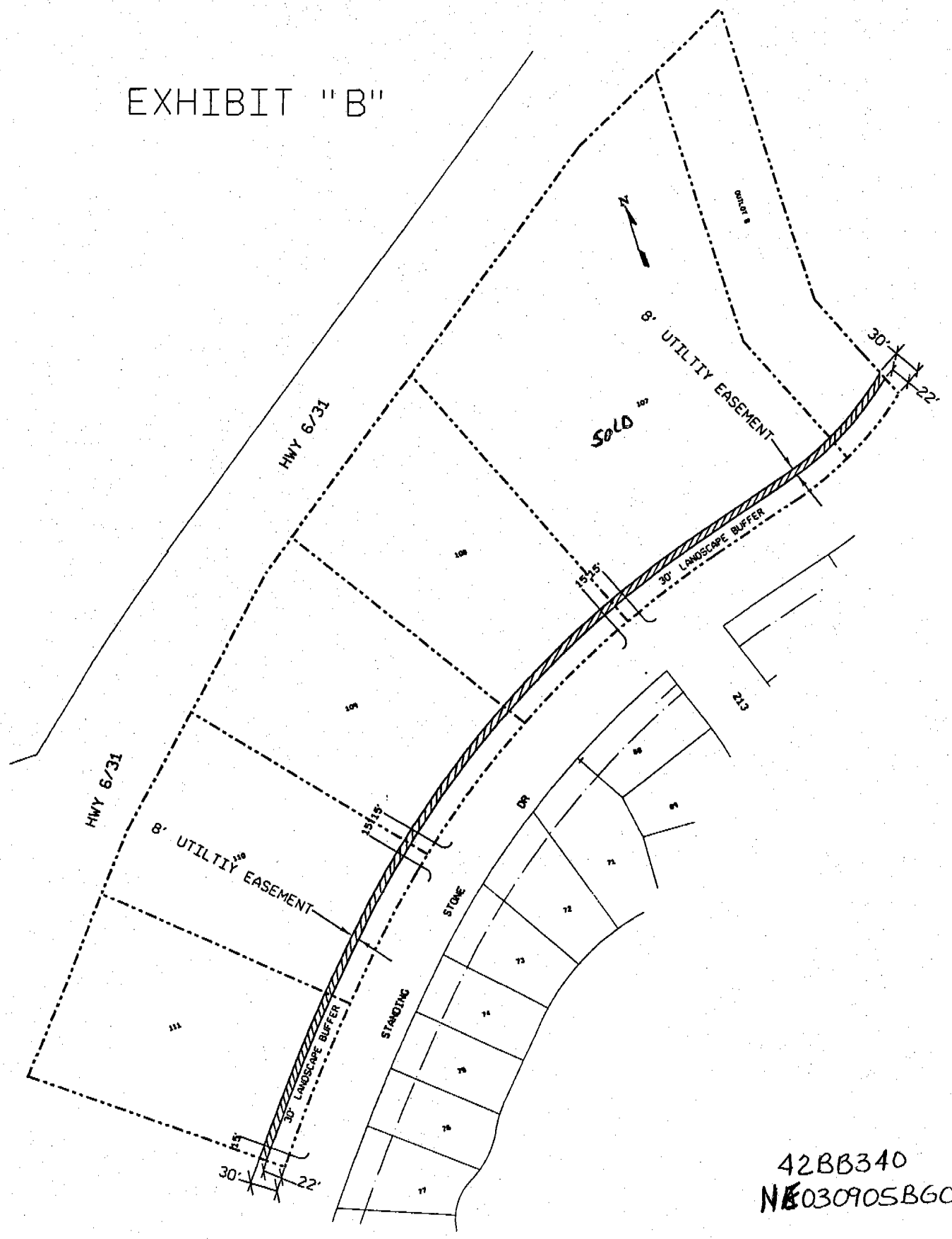
EXHIBIT "A"



42BB340
 N/A030905B601

C

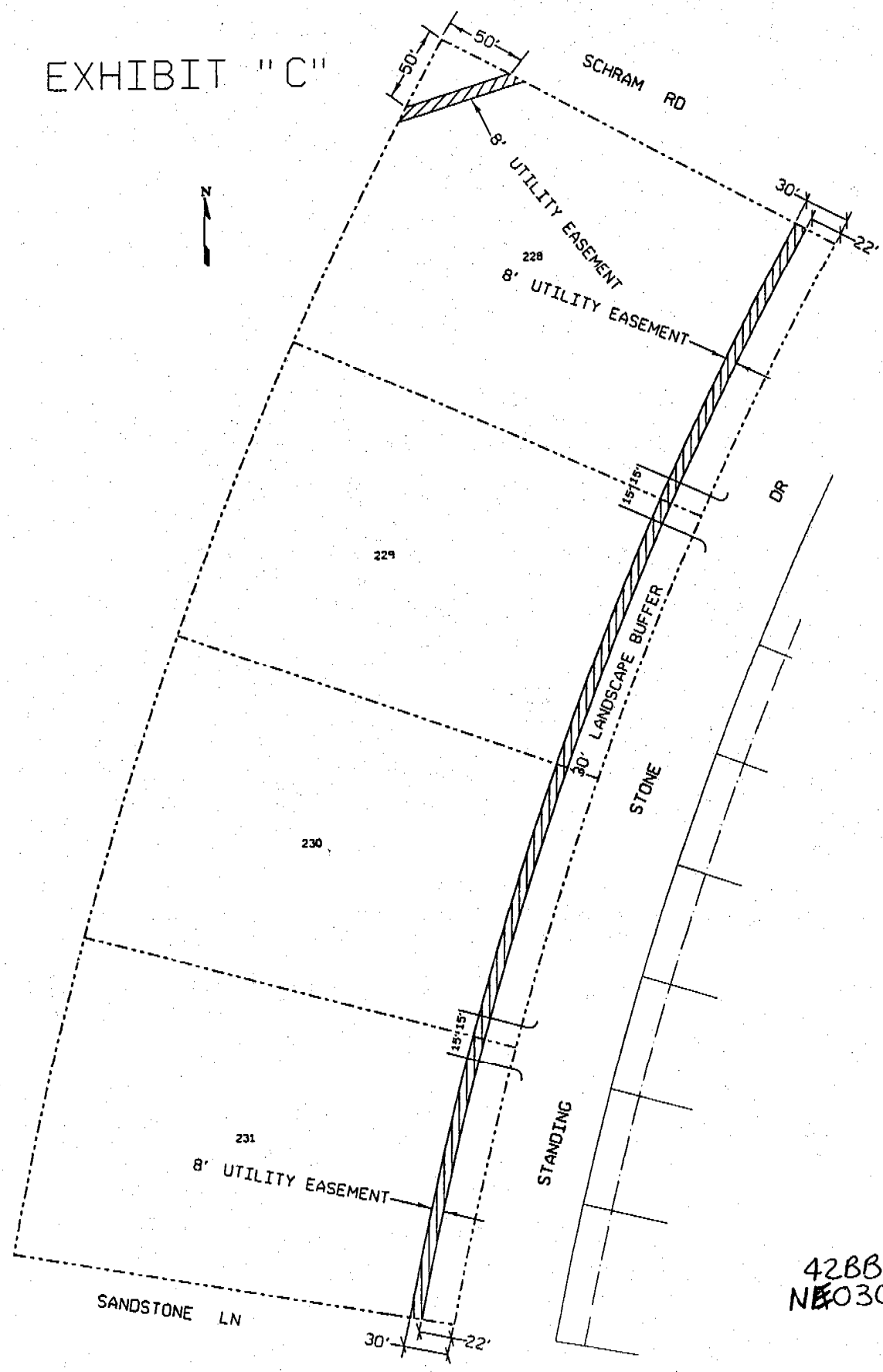
EXHIBIT "B"



42BB340
NE030905B601

D

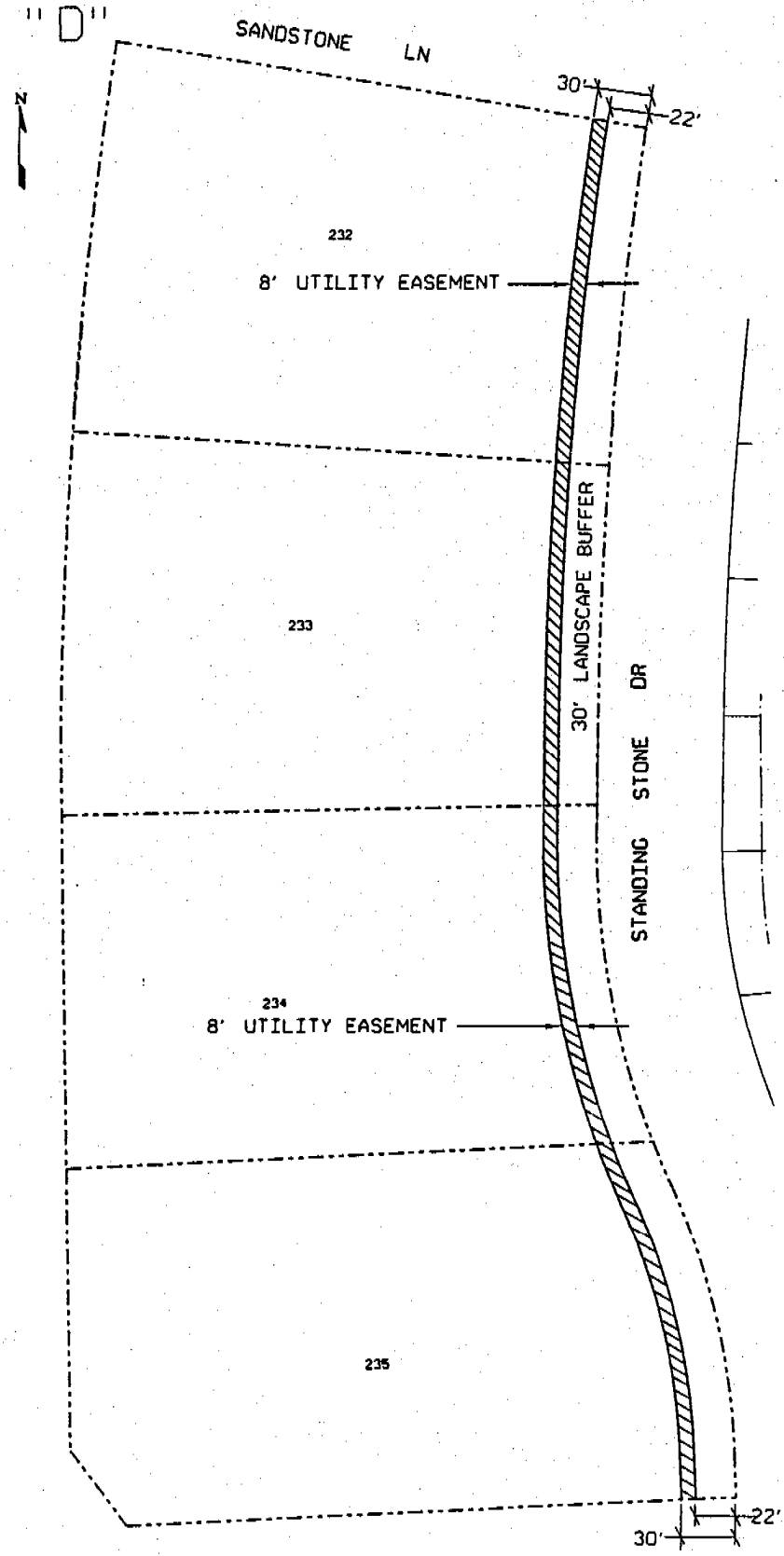
EXHIBIT "C"



42BB340
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E

EXHIBIT "D"



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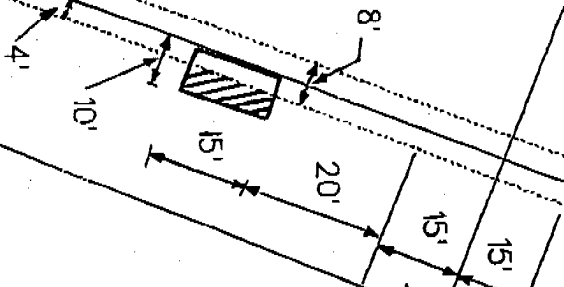
HWY 6

EXHIBIT "E"

LOT 228

LOT 229

CENTER LINE OF 8' UTILITY EASMENT



PROPOSED DRIVE

STANDING STONE DR

42BR34D
NE630905BG61