

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER NEBRASKA DOCUMENTARY
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2013-05244

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02/20/2013 8:52:51 AM

Lloyd J. Dowling

By: amber

REGISTER OF DEEDS



DEED

COUNTY ah C.F. ah
VERIFY aaah D.E. ah+a
PROOF P
FEES \$ 88.00
CHECK# 3727368
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

PAR(E)
Level 3 Communications, L.L.C.
c/o: ROW- Christina Buffington
1025 Eldorado Blvd.
Broomfield, CO 80021

Recording Cover Sheet

Document Title: EASEMENT DEED BY COURT ORDER
IN SETTLEMENT OF LANDOWNER ACTION

of Pages: 14

Grantors: ALL PARTIES LISTED ON EXHIBIT 1

Grantees: SPRINT COMMUNICATIONS COMPANY L.P.,
QWEST COMMUNICATIONS COMPANY, LLC, AND
LEVEL 3 COMMUNICATIONS COMPANY, LLC

Contact info for any concerns: Christina Buffington
Christina.Buffington@level3.com
(O) 720-888-8729

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

JOHN RAMSEY, et al.,

Plaintiffs,

vs.

SPRINT COMMUNICATIONS
COMPANY, L.P., et al.,

Defendants.

4:11-CV-3211

EASEMENT DEED BY COURT
ORDER IN SETTLEMENT OF
LANDOWNER ACTION

The Court has, on this date, entered a Memorandum and Order approving the parties' class action settlement agreement and ordering that this action may be settled as a class action on behalf of a settlement class defined in the settlement agreement as

comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Filing 20-1 at 8. The settlement agreement provides for the entry of an easement deed by court order in settlement of landowner action by which the settling defendants acquire, to the extent that the class members have the right to transfer it, a permanent telecommunications easement in the right of way adjacent to the property of each class member.¹

IT IS ORDERED:

1. To the extent that each class member owns rights in the easement premises (as hereafter defined), the class member

¹ Terms that are expressly defined in the settlement agreement are, unless otherwise defined, intended to have the same meaning as in the settlement agreement.

(the "grantor") hereby grants to whichever of Sprint Communications Company L.P., Qwest Communications Company, LLC, and Level 3 Communications, LLC, has designated for inclusion under a settlement agreement the right of way which adjoins, underlies, or includes covered property owned by the class member, together with its successors, assigns, and licensees (the "grantee"), a permanent telecommunications easement in the easement premises. For each county in which this easement deed by court order in settlement of landowner action is being recorded, a list of affected class members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe class members' affected parcels with the following information, to the extent that it is in the database of identification information: owner name; owner mailing address; tax map identification number; tax parcel identification number; lot number; and section, township, and range. Exhibit 1 may describe class members' affected parcels with any other available information.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "telecommunications cable system"), in, on, over, under, through and/or across the easement premises. The easement premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1

(the "grantor's property") (for purposes of this telecommunications cable system easement deed, a parcel of property shall be deemed to have a common boundary with the easement premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("railroad right of way") and (ii) is on a side of the centerline of the railroad right of way that is next to the grantor's property (the "grantor side"), and (iii) extends no more than ten (10) feet on each side of the grantee's telecommunications cable system (a) as it existed on March 15, 2012 (b) where the actively used components of the grantee's telecommunications cable system are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the easement premises, and the width of the moved component's easement premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single grantor side of the railroad right of way, and (c) where new components are installed to connect the existing telecommunications cable system to the edge of the right of way. The easement shall be construed to grant grantee all rights necessary to abandon in place unused components of grantee's telecommunications cable system.

The easement shall not include the right to construct on the easement premises regenerator huts and similar structures ("buildings") in addition to those existing on March 15, 2012. The easement shall include the rights to repair, replace, and expand existing buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the buildings occupy, or the height of any building, by more than twenty-five percent. The easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide telecommunications cable system.

The easement includes the right to temporarily use the entire grantor side of the railroad right of way for construction or maintenance, so long as grantee uses its

best efforts not to interfere with any real property which, although within the boundaries of the easement premises, is actually being used by grantor; provided, however, that in no event shall grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if grantee's telecommunications cable system is currently located within such area. The easement shall include the right of reasonable ingress and egress to and from the easement premises over that portion of the grantor's real property that underlies the railroad right of way and, for repair and maintenance, over any existing private roads of grantor, where access from public or railroad roads is not reasonably practical, provided grantee has made commercially reasonable efforts to give prior notice to grantor of grantee's use of grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the easement premises necessary or appropriate for the enjoyment of the easement. Nothing contained herein shall constitute a waiver of any right that grantor may have for any damages to grantor's property outside of the easement premises caused by grantee's action. If grantee's action causes damage to any of grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the easement premises, grantee shall pay reasonable compensation to the grantor for such damage to the extent provided by law.

From and after December 3, 2012, subject to all the restrictions and limitations stated herein, the easement includes the right to construct and install additional components of a telecommunications cable system within the easement premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of railroad right of way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a telecommunications cable system in the area of the easement premises that is outside a parallel fence constructed by the railroad or other owner of railroad right of way or is actually being used by the grantor or its successor, provided, however, that the foregoing shall not be binding upon grantee if grantee's telecommunications

cable system is currently located within such area. If grantee's action causes damage to any of grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the easement premises, grantee shall pay reasonable compensation to the grantor for such damage to the extent provided by law.

The easement includes all rights necessary to the lawful occupation of the easement premises by an existing telecommunications cable system, and by any additional telecommunications cable system that is constructed and installed by or on behalf of grantee in the easement premises and that is owned or operated by either (a) grantee or (b) any person or entity to which grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such telecommunications cable system.

The easement, however, does not apply to any telecommunications cable system that existed on March 15, 2012, but that was acquired by grantee after that date (unless such telecommunications cable system or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WilTel Communications, Inc.; WilTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that grantor shall not use a method of extraction that interferes with or impairs in any way the easement, the telecommunications cable system, or the exercise of grantee's rights herein.

Grantor shall not, nor shall grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the easement

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premises without the prior written consent of grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its railroad right of way, as provided in any agreement between the railroad and the grantee, by applicable law, or otherwise.

It is understood and agreed that the easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the easement premises, whether such uses are by grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the easement premises, provided, however, and notwithstanding the foregoing, that grantor shall not use or authorize others to use the easement premises in a manner that interferes with or impairs in any way grantee's telecommunications cable system or the exercise by grantee of the rights granted herein.

Subject to the terms hereof, grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the telecommunications cable system.

Grantor conveys the easement without warranty of title to any property interest in the easement premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between grantor and any railroad or between grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This easement is not intended to impact or diminish any railroad's existing rights or property interests in the right of way. This easement shall not be construed to permit grantee to interfere with railroad operations. This easement also shall not permit any component of a telecommunications cable

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system to remain in a railroad right of way except (a) under existing or future agreements with the railroad or (b) in any railroad right of way in which no railroad operates and no railroad retains any right, title, or interest. This easement also shall not permit any new components to be installed to connect the existing telecommunications cable system to the edge of the right of way in any railroad right of way as to which the interstate commerce commission or the surface transportation board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This telecommunications cable system easement deed is executed and delivered on behalf of grantor for the purpose of granting the easement to grantee in, on, over, under, through and/or across the easement premises to the full extent of grantor's right, title or interest, if any, in or to the easement premises, and the easement granted hereby shall affect the easement premises only to the extent of grantor's right, title, and interest therein. Grantor and grantee agree that this telecommunications cable system easement deed shall not grant any rights to the easement premises, or any portion thereof, in which grantor holds no right, title or interest.

No rights reserved to grantor herein shall be deemed to expand rights reserved to grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of grantee shall be deemed to limit rights heretofore granted by grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the settling defendants, the grantor, their successors, assigns, personal representatives, and heirs.

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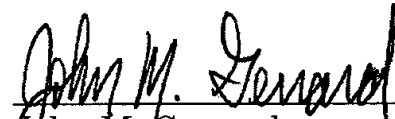
This instrument fully sets forth the terms and conditions of the easement. There are no oral or other written agreements between grantor and grantee that modify, alter, or amend this instrument.

To have and to hold the easement, rights and privileges unto grantee, its successors and assigns in perpetuity or until such time as grantee shall cause the easement to be released of record.

- 3. Settling defendants may record this easement under the terms and conditions set forth in the settlement agreements.

Dated this 3rd day of December, 2012.

BY THE COURT:



 John M. Gerrard
 United States District Judge

ECF DOCUMENT

I hereby attest and certify this is a printed copy of a document which was electronically filed with the US District Court for the District of Nebraska.

Date Filed: 12/3/12

OFFICE OF THE CLERK

By 

 Deputy Clerk

**Exhibit 1
Sarpy County, NE
OWNER NAME**

DMS_ID	T_R_S	LEGAL DESCRIPTIONS	OWNER NAME	ADDRESS	GRANTEE
NE153_0085	13N-13E-10	LOT 15C3 BUTTERFIELDS SUB	Ludwig, James A & Debra A	1803 Gregg Rd, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_0084	13N-13E-10	LOT 15D BUTTERFIELD'S SUB	Ludwig, James A & Debra A	1803 Gregg Rd, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_0083	13N-13E-10	LOT 16 BUTTERFIELD'S SUB	Magellan Pipeline Co LP	1 Williams Ctr 28T, Tulsa, OK, 74172	Level 3 Communications, LLC
NE153_0090	13N-13E-10	LOT 17B, EX ROW, & LOTS 18-22 & VAC ALLEY ADJ BUTTERFIELDS SUB (3 HOUSES)	VDA Investments LLC	1920 Dorcus St, Omaha, NE, 68108	Level 3 Communications, LLC
NE153_0086	13N-13E-10	LOTS 15A, 15C2, 15F & 15G BUTTERFIELDS SUB	Dowd, Duane J	220 N 89th St Ste 201, Omaha, NE, 68114	Level 3 Communications, LLC
NE153_0089	13N-13E-10	NA	Village Land Co	555 Riverfront Plz Ste 802, Omaha, NE, 68102	Level 3 Communications, LLC
NE153_0087	13N-13E-10	PT LOT 13, N OF DRAIN DITCH, & PT LOT 14 BUTTERFIELDS SUB (11.15 AC)	Dowd, Duane J & Frances Dee	302 S 36th St Ste 100, Omaha, NE, 68131	Level 3 Communications, LLC
NE153_00906	13N-13E-11	LOT 1C PALMTAG'S ADD (.92 AC)	The Heaton Family Liv Tr	123 N Ravine Ln, North Barringto, IL, 60010	Level 3 Communications, LLC
NE153_00952	13N-13E-11	PT TAX LOT F1A PT TAX LOT J & PT TAX LOT K 11-13-13 (74.82 AC)	The Heaton Family Liv Tr	123 N Ravine Ln, North Barringto, IL, 60010	Level 3 Communications, LLC
NE153_0051	13N-13E-14	PT OF TAX LOT 3 LYING WEST OF 5TH ST 14-13-13 (33.39 AC)	1904 Farm LLC	15402 S 5th St, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_0049	13N-13E-14	TAX LOT 11 EXC W 51.42 AC & EXC RD ROW 14-13-13 (130.10 AC)	Darling National LLC	251 OConnor Ridge Blvd Ste 300, Irving, TX, 75038	Level 3 Communications, LLC
NE153_0050	13N-13E-14	TAX LOT 12 EXC ROW & TRACT IN NW COR & EASTERLY TRACT ALL IN S1/2 14-13-13 (90.48 AC)	Darling International Inc	251 OConnor Ridge Blvd Ste 300, Irving, TX, 75038	Level 3 Communications, LLC
NE153_0047	13N-13E-14	TAX LOT 2B 14-13-13 (1.55 AC)	Darling National LLC	251 OConnor Ridge Blvd Ste 300, Irving, TX, 75038	Level 3 Communications, LLC
NE153_00105	13N-13E-2	AL LOTS 1 - 11 BLOCK 1 FORT CROOK	VDA Investments LLC	1920 Dorcus St, Omaha, NE, 68108	Level 3 Communications, LLC
NE153_00119	13N-13E-2	LOTS 1, 2 & 3 BLOCK 1 ZURCHERS SUB (.60 AC)	Cascio, Katherine	4410 Maass Rd, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_00106	13N-13E-2	LOTS 1-4 BLOCK 4 FORT CROOK	VDA Investments LLC	1920 Dorcus St, Omaha, NE, 68108	Level 3 Communications, LLC
NE153_00123	13N-13E-2	LOTS 4-10 BLOCK 1 ZURCHER'S SUB	VDA Investments LLC	1920 Dorcus St, Omaha, NE, 68108	Level 3 Communications, LLC

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**Exhibit 1
Sarpy County, NE**

NE153_00107	13N-13E-2	LOTS 5-12 BLOCK 4 FORT CROOK	VDA Investments LLC	1920 Dorcus St, Omaha, NE, 68108	Level 3 Communications, LLC
NE153_00114	13N-13E-2	NA	Village Land Co	555 Riverfront Plz Ste 802, Omaha, NE, 68102	Level 3 Communications, LLC
NE153_00103	13N-13E-2	TAX LOT A 2-13-13 (.2 AC)	VDA Investments LLC	1920 Dorcus St, Omaha, NE, 68108	Level 3 Communications, LLC
NE153_00116	13N-13E-2	TAX LOT B1 2-13-13 (9.41 AC)	Cascio, Katherine	4410 Maass Rd, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_00118	13N-13E-2	TAX LOT B1 2-13-13 (9.41 AC)	Cascio, Katherine	4410 Maass Rd, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_00115	13N-13E-2	TAX LOT C 2-13-13 (.55 AC)	VDA Investments LLC	1920 Dorcus St, Omaha, NE, 68108	Level 3 Communications, LLC
NE153_0036	13N-13E-23	IRREG NESTRLY PT OF TAX LOTS 14A & 14B 23-13-13 (43.33 AC)	Prairie Hill Farm	10222 Gertrude Cir, La Vista, NE, 68128	Level 3 Communications, LLC
NE153_0037	13N-13E-23	LOT 1 CENTRAL INVESTMENT NO. 1	Davie, Gary	1014 La Platte Rd, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_0042	13N-13E-23	PT LOT 2 LYING EAST OF ALLIED FRONTAGE RD CENTRAL INVESTMENT (21.04 AC)	Davie, Gary & Mary	1014 La Platte Rd, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_0038	13N-13E-23	TAX LOT 2A1 23-13-13 (2.91 AC)	Flatbed Express	1014 La Platte Rd, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_0034	13N-13E-23	TAX LOT 2B 23-13-13 (1.80 AC)	Davie, Gary & Mary	1014 La Platte Rd, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_0035	13N-13E-23	TAX LOTS 4B & 7 23-13-13 (1.25 AC)	Carlson, Kevin E & Deborah	6108 Cedar Dale Rd, Papillion, NE, 68133	Level 3 Communications, LLC
NE153_0039	13N-13E-23	TAX LOTS 5A & 16A & NE1/4 NW1/4 & N1/2 SE1/4 W OF RD 23-13-13 (92.06)	1904 Farm LLC	15402 S 5th St, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_0013	13N-13E-26	1/2 VAC 3RD ST ADJ & LOT 2 BLOCK 22 LA PLATTE	Buscher, Walter E	5061 Frances St, Omaha, NE, 68106	Level 3 Communications, LLC
NE153_0018	13N-13E-26	LOT 1 BLOCK 28 LA PLATTE & VAC 33' OF ST ADJ	Stones, Greeley	811 Balboa Ave, Rancho Viejo, TX, 78575	Level 3 Communications, LLC
NE153_0014	13N-13E-26	LOT 3 BLOCK 22 LA PLATTE	Buscher, Walter E	5061 Frances St, Omaha, NE, 68106	Level 3 Communications, LLC
NE153_009	13N-13E-26	LOTS 3 & 4 BLOCK 15 LA PLATTE & VAC ALLEY ADJ	Burton, Albert	16502 Clay St, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_0015	13N-13E-26	LOTS 4, 5 & 8 BLOCK 28 LA PLATTE	Watson III et al, Walter D	16604 Main St, La Platte, NE, 68123	Level 3 Communications, LLC

**Exhibit 1
Sarpy County, NE**

NE153_0010	13N-13E-26	LOTS 5-8 BLOCK 15 LA PLATTE & 1/2 VAC ST & ALLEY ADJ	Warsing, John	112 S 11th St, Plattsmouth, NE, 68048	Level 3 Communications, LLC
NE153_0025	13N-13E-26	NA	Albert Burton Revoc Tr	16502 Clay St, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_0028	13N-13E-26	PT TAX LOT 10A 26-13-13 (.44 AC)	Thayer II, Ronald C	17325 Ivy Cir, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_0019	13N-13E-26	TAX LOT 1B 26-13-13 (.65 AC)	Krajccek Jr, Edward L	16609 Clay St, Bellevue, NE, 98123	Level 3 Communications, LLC
NE153_0022	13N-13E-26	TAX LOT 1B 26-13-13 (.65 AC)	Krajccek Jr, Edward L	16609 Clay St, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_0026	13N-13E-26	TAX LOTS 9B1A & 10B 26-13-13 (.24 AC)	Albert Burton Revoc Tr	16502 Clay St, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_008	13N-13E-26	VAC ALLEY ADJ & LOTS 1 & 2 BLOCK 15 LA PLATTE	Burton, Albert	16502 Clay St, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_00951	13N-13E-27	LOT 1 SAVICH'S 3RD SUBDIVISION (2.897 AC)	Story, Barbara B & Donald R	3230 Crystal Dr, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_002	13N-13E-27	LOT 2 SAVICH'S 3RD SUBDIVISION (2.456 AC)	Sacco, Joseph R & Mary P	2124 Platte River Dr, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_003	13N-13E-27	TAX LOT A3B 27-13-13 (.12 AC)	Lincoln Telephone & Telegraph Co	1440 M St, Lincoln, NE, 68508	Level 3 Communications, LLC
NE153_00936	13N-13E-3	TAX LOTS 13 & 14 3-13-13 (107.68 AC)	VDA Investments LLC	1920 Dorcus St, Omaha, NE, 68108	Level 3 Communications, LLC
NE153_00239	14N-13E-14	NA	Comfed Dodge Fund IV	13321 California St Ste 300, Omaha, NE, 68154	Level 3 Communications, LLC
NE153_00240	14N-13E-14	NA	Comfed Dodge Fund IV	13321 California St Ste 300, Omaha, NE, 68154	Level 3 Communications, LLC
NE153_00238	14N-13E-14	TAX LOT L EXC PT FOR RD 14-14-13	WOW Insurance Society	1210 Golden Gate Dr, Papillion, NE, 68046	Level 3 Communications, LLC
NE153_001023	14N-13E-15	LOT 14, EX E 5', & ALL LOTS 15-21 BLOCK 6 FACTORY PLACE	F & D Schram Inc	905 Crest Dr, Papillion, NE, 68046	Level 3 Communications, LLC
NE153_00266	14N-13E-15	LOT 39E DEE'S ADD	American Auto Sales Inc	5513 N 162nd St, Omaha, NE, 68116	Level 3 Communications, LLC
NE153_00270	14N-13E-15	LOTS 2, 3, 4, 5B & 6B, EX ROAD, BAGLEYS PLACE	Moline Muffler Shop Inc	PO Box 2370, Davenport, IA, 52809	Level 3 Communications, LLC
NE153_00950	14N-13E-15	LOTS 22, 23 & 24 BLOCK 6 FACTORY PLACE	Loma Inc	105 Decker Ct Ste 900, Irving, TX, 75062	Level 3 Communications, LLC
NE153_00268	14N-13E-15	LOTS 5A, 6A & 7, EX ROAD, BAGLEYS PLACE	Biniamow, Rita G	8141 Farnam Dr Apt 127, Omaha, NE, 68114	Level 3 Communications, LLC
NE153_00241	14N-13E-15	TAX LOT 18B1 15-14-13 (1.44 AC)	Quiktrip Corp	PO Box 3475, Tulsa, OK, 74101	Level 3 Communications, LLC

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Exhibit 1

Sarpy County, NE

Parcel ID	Parcel Description	Owner Name	Address	Entity
NE153_00242	14N-13E-15 TAX LOT 1882 15-14-13 (.67 AC)	Nati Retail Properties LP	450 S Orange Ave Ste 900, Orlando, FL, 32801	Level 3 Communications, LLC
NE153_00243	14N-13E-15 TAX LOT 19A1 & W 60' TAX LOT 19A2 15-14-13	Kaczmarek, Edward R & Marcella L	2139 S 48th Ave, Omaha, NE, 68106	Level 3 Communications, LLC
NE153_00244	14N-13E-15 TAX LOT 19A9 15-14-13	Kaczmarek, Edward R & Marcella L	2139 S 48th Ave, Omaha, NE, 68106	Level 3 Communications, LLC
NE153_00246	14N-13E-15 TAX LOT 19B 15-14-13 (.7 AC)	Nima Jay Inc	1209 Ft Crook Rd N, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00245	14N-13E-15 TAX LOT 19D 15-14-13 (.89 AC)	Fink, Peter J & Carolyn I	1801 S 54th St, Omaha, NE, 68106	Level 3 Communications, LLC
NE153_00963	14N-13E-15 TAXLOTS 4B1, 4C, 4D & 9B & TAXLOTS 5A, 6B2A & 6D1, E OF SPUR TRACK, 15-14-13 & OUTLOT 1 BLOCK 6 FACTORY PLACE (8:33 AC)	Fabian, Charles J & Shelly	262 Morning Glory, Brea, CA, 92821	Level 3 Communications, LLC
NE153_00214	14N-13E-23 LOT 1 FAUST REPLAT	Avery Rental Yard Inc	418 Galvin Rd N, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00965	14N-13E-23 LOT 1 GRATOPP'S ADDITION	Eijamal, Khalil A & Rosalia	5814 S 174th St, Omaha, NE, 68135	Level 3 Communications, LLC
NE153_00233	14N-13E-23 LOT 1 JTR ADDITION	Foster, Stephen J & Barbara J	5942 S 149th St, Omaha, NE, 68137	Level 3 Communications, LLC
NE153_00222	14N-13E-23 LOT 1 KOUBA'S COMMERCIAL SUBDIVISION	WNMT Partnership	1021 Galvin Rd S, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00208	14N-13E-23 LOT 1 NOB HILL REPLAT II	519 Ft Crook Rd LLC	716 N Palm Dr, Beverly Hills, CA, 90210	Level 3 Communications, LLC
NE153_00232	14N-13E-23 LOT 1 RYBINS SUB #2 REPLAT 1	Christ, Melvin L	6612 S 73rd Ave, Ralston, NE, 68127	Level 3 Communications, LLC
NE153_00211	14N-13E-23 LOT 1 SOUTH PLAZA	Peking Restaurant Inc	1724 Willoughby Dr, Buford, GA, 30519	Level 3 Communications, LLC
NE153_00226	14N-13E-23 LOT 1 SOUTHEAST PLAZA	No Frills Realty LLC	6464 Center St Ste 200, Omaha, NE, 68106	Level 3 Communications, LLC
NE153_00227	14N-13E-23 LOT 1 SOUTHEAST PLAZA REPLAT (REDEVELOPMENT AUTHORITY RECORD)	Marathon Ventures Inc	6171 Grover St, Omaha, NE, 68106	Level 3 Communications, LLC
NE153_00234	14N-13E-23 LOT 149 NOB HILL	Heredia, Arturo	701 Fort Crook Rd, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00223	14N-13E-23 LOT 2 KOUBA'S COMMERCIAL SUBDIVISION	Moberg Prop LLC	16716 Jones Cir, Omaha, NE, 68118	Level 3 Communications, LLC
NE153_00942	14N-13E-23 LOT 2 NOB HILL REPLAT II	Koethe Real Estate Holding I LLC	300 S 16th #1404, Omaha, NE, 68102	Level 3 Communications, LLC
NE153_00228	14N-13E-23 LOT 2 SOUTHEAST PLAZA REPLAT	FFCA IIP 1985 Property Co	8377 E Hartford Dr Ste 200, Scottsdale, AZ, 85261	Level 3 Communications, LLC
NE153_00225	14N-13E-23 LOT 2, EX RD, SOUTHEAST PLAZA	915 FCR LLC	134 N 248th Cir, Waterloo, NE, 68069	Level 3 Communications, LLC
NE153_00210	14N-13E-23 LOT 201B NOB HILL REPLAT	Melissa Jun LLC	4311 N 142nd Ave, Omaha, NE, 68164	Level 3 Communications, LLC
NE153_00235	14N-13E-23 LOT 201C NOB HILL REPLAT	View From Above Inc	613 Ft Crook Rd N, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_00209	14N-13E-23 LOT 201D NOB HILL REPLAT	John & Fran's Italian Restaurant Inc	1208 Prairie Ave, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00236	14N-13E-23 LOT 201E NOB HILL REPLAT	View From Above Inc	613 Ft Crook Rd N, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_00237	14N-13E-23 LOT 3 NOB HILL REPLAT II	La Mesa Mgmt Co	5008 Glasgow Ave, Omaha, NE, 68157	Level 3 Communications, LLC
NE153_00221	14N-13E-23 LOTS 1 & 2 CARPENTER ENTERPRISES INC SUB NO 1	Carpenter Enterprises Inc	5921 The Knolls, Lincoln, NE, 68512	Level 3 Communications, LLC
NE153_00229	14N-13E-23 NA	Menke, Duane H	107 Banyan Ct, Bellevue, NE, 68005	Level 3 Communications, LLC

2

**Exhibit 1
Sarpy County, NE**

NE153_00230	14N-13E-23	NA	107 Banyan Ct, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00231	14N-13E-23	NA	107 Banyan Ct, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00212	14N-13E-23	PARCEL 1 & TAX LOTS 9D1 & 9D2 23-14-13 (1.20 AC) & LOT I-2A HILLSIDE SUB	1450 Treat Blvd, Walnut Creek, CA, 94597	Level 3 Communications, LLC
NE153_00220	14N-13E-23	TAX LOT 16B1C1 23-14-13	35 1st Ave NE, Watertown, SD, 57201	Level 3 Communications, LLC
NE153_00216	14N-13E-23	TAX LOT 9E1 23-14-13 (.47 AC)	3020 N 102nd St, Omaha, NE, 68134	Level 3 Communications, LLC
NE153_00219	14N-13E-23	TAX LOTS 9B1B, 9B2, & 9F2 23-14-13	PO Box 31028, Omaha, NE, 68131	Level 3 Communications, LLC
NE153_00218	14N-13E-23	TAX LOTS 9E2 & 9F1 23-14-13 (.59 AC)	3020 N 102nd St, Omaha, NE, 68134	Level 3 Communications, LLC
NE153_00200	14N-13E-26	IRREG PT FORMER CORNHUSKER RD ROW ADJ LOT 4 JAIME'S ADD	702 Ft Crook Rd S, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00975	14N-13E-26	LOT 4 JAIME'S ADDITION (REDEVELOPMENT AUTHORITY RECORD)	702 Ft Crook Rd S, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00940	14N-13E-27	LOT 1 WOLF CREEK (22.48AC)	3101 N Rock Rd Ste 125, Wichita, KS, 67226	Level 3 Communications, LLC
NE153_00188	14N-13E-27	LOT 27 TWIN RIDGE V	714 Willow Ave, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00187	14N-13E-27	LOT 28 TWIN RIDGE V	712 Willow Ave, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00186	14N-13E-27	LOT 29 TWIN RIDGE V	710 Willow Ave, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00185	14N-13E-27	LOT 3 JAIME'S ADDITION (REDEVELOPMENT AUTHORITY RECORD)	702 Ft Crook Rd S, Bellevue, NE, 68005	Level 3 Communications, LLC
NE153_00184	14N-13E-27	OUTLOT A WOLF CREEK (8.65AC)	818 Tara Plaza, Papillion, NE, 68046	Level 3 Communications, LLC
NE153_00194	14N-13E-27	TAX LOT 5A1B 27-14-13 (8.71 AC)	2702 Douglas St, Omaha, NE, 68131	Level 3 Communications, LLC
NE153_00183	14N-13E-27	TAX LOT 8A 27-14-13 (8.45 AC)	4315 Cumming, Omaha, NE, 68131	Level 3 Communications, LLC
NE153_00131	14N-13E-34	PT E1/2 SE1/4 LYING S & W OF R R ROW	4410 Maass Rd, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_00142	14N-13E-34	PT SW1/4 NE1/4, W OF RR EX TL 4, 34-14-13	4315 Cumming, Omaha, NE, 68131	Level 3 Communications, LLC
NE153_00977	14N-13E-34	PT W1/2 SE1/4 34-14-13 (19.12 AC)	4410 Maass Rd, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_00141	14N-13E-34	TAX LOT 10 34-14-13 (21.46 AC)	4315 Cumming, Omaha, NE, 68131	Level 3 Communications, LLC
NE153_00132	14N-13E-35	IRREG NORTHERLY PT OF TAX LOT 9A 35-14-13	4410 Maass Rd, Bellevue, NE, 68123	Level 3 Communications, LLC
NE153_00133	14N-13E-35	NA	1111 S 103rd St, Omaha, NE, 68124	Level 3 Communications, LLC

RECORD AND RETURN TO:
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021