

L.L. Todd or Allen Fouty
9506 Mockingbird Dr
Omaha NE 68127

\$20.50

Dan Jatte
REGISTER OF DEEDS

INST. NO 99

1999 AUG 24 P 3:00

046655



Page 1 of 4

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that, Danny J. Aksamit and wife, Tammy L. Aksamit whose address is Rt. 1 Box 131, Denton, NE 68339, 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, splicing boxes, surface location markers and other facilities and equipment for similar uses, upon, over, through, under and along a parcel of land ten feet (10') in width ("Easement") crossing the real property described in Exhibit A attached hereto ("Property") and by reference made a part hereof, together with.

- (A) the right of ingress and egress to the Easement for the purpose of exercising the rights granted herein, provided that such ingress and egress does not interfere with Grantor's improvements or uses. To have access to the system Grantee shall contact Grantor twenty-four (24) hours prior to entry, except in cases of emergency.
- (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of the Easement, and during construction or maintenance periods, to use additional areas adjacent to the Easement for ingress and egress.

Grantor represents and warrants to Grantee that: Grantor is the sole lawful and owner and is in peaceful possession of the Property; the Property is free and clear of all liens and encumbrances, except for the Deeds of Trust dated 3/4/95 and 3/28/97 in favor of The Saline State Bank/Hallam Branch, 300 Main, Hallam, NE 68368 and filed for record in the Lancaster County, Nebraska Register of Deeds office; 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. Grantor agrees not to erect or construct any building or structure, or plant trees within the Easement. Grantee hereby agrees that Grantee shall landscape the surface of the Easement in a manner reasonably compatible with the adjacent property within ninety (90) days of completion of construction.

Grantee agrees to fully compensate Grantor for any damage or injury done to livestock growing crops, 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, its heirs, assigns, agents, employees or contractors. Grantee agrees that any areas adjacent to the Easement that are 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 that the initial consideration paid to Grantor is for the easement and initial land surface damages incurred while installing the fiber optics system and that any future land surface damages will be paid for as incurred.

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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 and Grantee shall, if requested by the undersigned, release the same of record.

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.

Grantee shall provide a "as built" drawing of the right-of-way easement across Grantor's property.

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 ^{23rd}~~21~~ day of ^{July}~~May~~ 1999.

By: Danny J. Aksamit
Danny J. Aksamit

By: Tammy L. Aksamit
Tammy L. Askamit

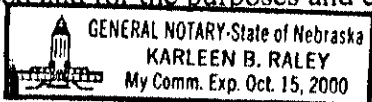
Danny J. Aksamit Tammy L. Aksamit

ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF LANCASTER

BEFORE ME, the undersigned authority, on this ^{23rd} day of ^{July}~~May~~, 1999, personally appeared Danny J. Aksamit known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free act and deed and for the purposes and consideration therein expressed.

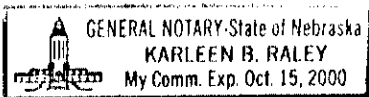


Karleen B. Raley
Notary Public

STATE OF NEBRASKA

COUNTY OF LANCASTER

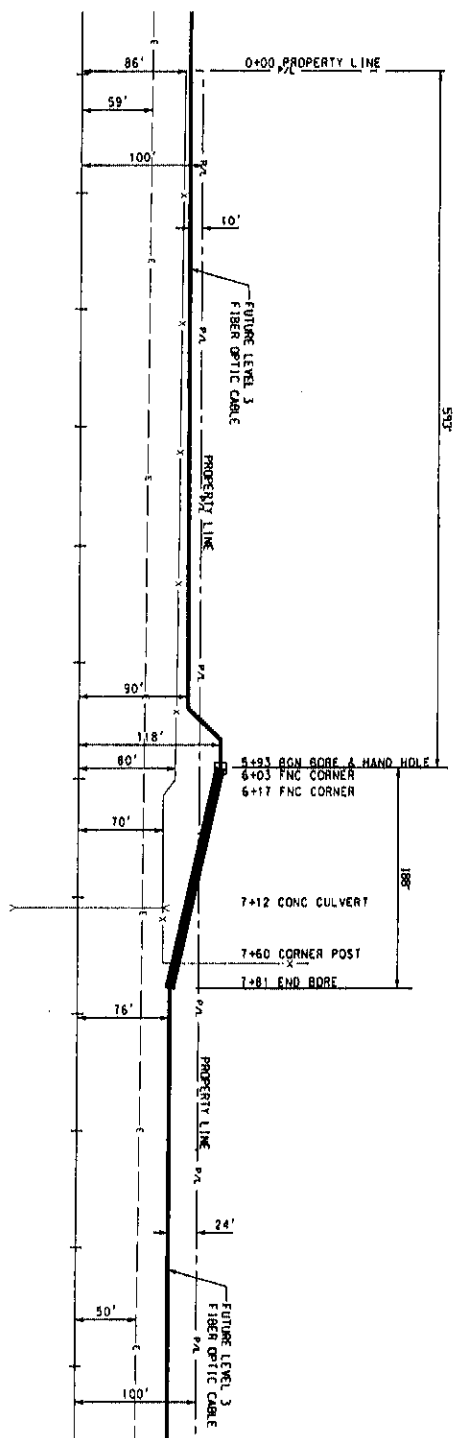
BEFORE ME, the undersigned authority, on this ^{23rd} day of ^{July}~~May~~ 1999, personally appeared Tammy L. Aksamit known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free act and deed and for the purposes and consideration therein expressed



Karleen B. Raley
Notary Public

User: sandy.lood
Time: 09:48:40
Date: 21 Jul 99
Filename: S:\level\3\Denver-Omaha\Hastings-Lincoln\Borae-RR-HDR\lakeamit_prop.dgn

AS BUILT DRAWING
EXHIBIT A



AKSAMI PROPERTY
NOT TO SCALE

Rev	By	Check	Date	Appr	Date	Notes

CALL BEFORE YOU DIG
1-800-368-5888
48 HOURS NOTICE
REQUIRED

Program: Intercity Network City Pair: Denver to Omaha Package Title: Hastings to Lincoln Drawing Title: Aksami Property	Sheet No: DENOMA	Total Sheets: 1	This Sheet: M	Drawing No: 1	Proj No: 0	Sheet No: 1 of 1
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EXHIBIT "A"

The West Half of the Northeast Quarter W1/2 NE 1/4), the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4), Lot 2 In the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4), and the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4), EXCEPT the Right of Way of the B&M Railway Co., all in Section 5, Township 8 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska;

and

The Northwest Quarter NW1/4) of Section 5, Township 8 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska, EXCEPT the following tract of land:

Beginning at a point on the West line of the Northwest Quarter (NW 1/4) of Section 5, Township 8 North, Range 5 East of the 6th P.M., Lancaster County, Nebraska, 744.1 feet North of the Southwest corner thereof thence Easterly, normal to said West line, a distance of 424.0 feet; thence Northerly, parallel with said West line, a distance of 819.0 feet; thence Westerly, normal to said West line, a distance of 424.0 feet, to said West line; thence Southerly, along said West line, a distance of 819.0 feet, to the Point of Beginning.

RE: Danny and Tammy Aksamit Easement