

FILED SARP CO. NE.  
INSTRUMENT NUMBER  
2001-06925

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Counter 231  
Verify [Signature]  
[ ] E. [Signature]  
Proof [Signature]  
Fee \$ 15.50  
Cash ☒ Chg ☐  
2499  
RW #010260TNE

[Signature]

REGISTER OF RECORDS  
EASEMENT AGREEMENT

R+R  
Prepared By: Paramount Designs, INC  
215 N. Main ST  
Fremont, NE 68025  
402-727-5400

The undersigned, ROGERS DEVELOPMENT, INC., a Nebraska corporation ("Grantor"), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto QWEST CORPORATION, a Delaware corporation, hereafter referred to as "Grantee," whose address is 1801 California Street, Suite 5100, Denver, Colorado 80202, its successors, assigns, lessees, licensees, and agents a perpetual nonexclusive easement to construct, reconstruct, modify, change, add to, operate, maintain, and remove such telecommunications facilities and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Sarpy, State of Nebraska, which the Grantor owns or in which the Grantor has any interest, to wit (the "Easement Area"):

See Exhibit "A" attached hereto and by this reference made a part hereof.

Grantor and Grantee further covenant and agree as follows:

- (1) Grantor grants to Grantee a temporary right-of-way to be used during all periods of construction, reconstruction, reinforcement, repair and removal upon a strip of land ten (10) feet wide on the north side of, and a strip of land ten (10) feet wide on the east side of said Easement Area.
- (2) The right of ingress to and egress from public rights of way over and across the lands of Grantor to and from the Easement Area and the right to clear and keep cleared all trees and other obstructions from the Easement Area as may be necessary for the Grantee's use and enjoyment of the Easement Area.
- (3) Grantee shall promptly repair and restore any and all damage to the Easement Area and the temporary easement area as set forth in Section 1 arising from its use or occupancy of the Easement Area and its construction related activities. Such repair and restoration shall include repair and replacement of any landscaping and sodding or seeding of disturbed ground.
- (4) Grantee agrees that it will not place any above-ground hardware or structures in the western eighteen and one-half feet (18½') of the Easement Area (the "Restricted Area"). Grantee may only place buried hardware in the Restricted Area.
- (5) Grantee's storage enclosure that will be placed to the south of the poured pad in the Easement Area will be set no closer than three feet (3') north of the south boundary of the Easement Area.
- (6) Grantee acknowledges that Grantor will be placing a fence on or about the Easement Area and Grantee agrees not to damage or disturb such fence and in the event that Grantee's activities do damage or disturb such fence, Grantee agrees to promptly repair such damage.
- (7) Grantee agrees to have the Easement Area surveyed and staked before commencing construction in the Easement Area. Grantee acknowledges and agrees that it shall be solely responsible for consulting with Grantor's engineers and for grading and construction in accordance with the final developed elevations for the Easement Area.
- (8) Grantee shall indemnify and hold harmless 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 pre-existing environmental contamination or liabilities.
- (9) Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights herein granted.

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(10) Grantor covenants that it is the fee simple owner of the Easement Area and will warrant and defend title to the land against all claims.

(11) Grantor hereby covenants that subject to easements and covenants of record, no excavation, building, structure or obstruction (except for fencing) will be constructed, erected, built or permitted on said Easement Area.

(12) The rights, conditions and provisions of this Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

(13) 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 judgment 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 property is located.

ROGERS DEVELOPMENT, INC., a  
Nebraska corporation

By: [Signature]  
Michael F. Rogers, President

QWEST CORPORATION, a Delaware  
Corporation

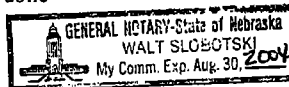
By: [Signature]  
Title: DESIGN ENGINEER

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF DOUGLAS     )

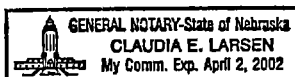
The foregoing instrument was acknowledged before me this 22 day of JANUARY, 2001, by Michael F. Rogers, President of Rogers Development, Inc., a Nebraska corporation, on behalf of the corporation.

[Signature]  
Notary Public

STATE OF NE     )  
                                      ) ss.  
COUNTY OF WASHINGTON     )



The foregoing instrument was acknowledged before me this 16 day of MARCH, 2001, by DAVID A. STREETESER DESIGN ENGINEER of Qwest Corporation, a Delaware corporation, on behalf of the corporation.



[Signature]  
Notary Public

2001-06925B

## RECORDING INFORMATION ABOVE

## EXHIBIT "A"

R/W # 0102601NE

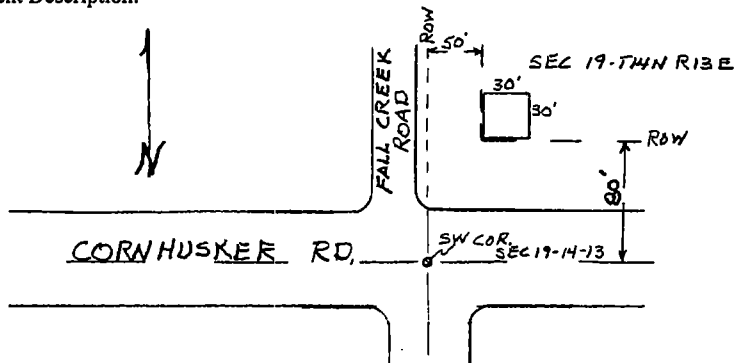
In reference to easement agreement between Rogers Development, Inc.  
Grantors(s) and Qwest Corporation, a Delaware  
 Corporation, whose address is 1801 California Street, Suite 5100, Denver, CO 80202, Grantee,  
 covering the real property described as follows:

A pocket easement being 30 feet in width and 30 feet in length located in the Southwest corner of Sec. 19 T14N R13E in Sarpy County, State of Nebraska.

The south line of said 30' by 30' pocket is parallel with and adjacent to the center line of Cornhusker road which is also the South Section line of Sec. 19 T14N R13E and is more particularly described as follows:

Commencing at the Southwest corner of said sec. 19 thence due East along and upon the section line for a distance of 50' to a point on line, thence an angle to the left of 90° for a distance of 80' to the point of beginning at the Southwest corner of the 30' by 30' pocket. Thence due North with an angle of 00° with a distance of 30', thence due East with an angle to the right of 90° with a distance of 30', thence due South with an angle to the right of 90° with a distance of 30', thence due West with an angle to the right of 90° with a distance of 30' to the point of beginning and there terminating.

Easement Description:



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

Job #: 0264821

Exchange: OMAHA

County: SARPY

¼ Section: SW

Section: 19

Township: 14N

Range: 13E

Initial