

M



MISC 2005138918



NOV 03 2005 09:16 P 4

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/3/2005 09:16:37.92



RECORDING INFORMATION ABOVE

The Instrument Drafted By:
Qwest Corporation
1801 California St. Suite 5200
Denver, CO 80202
(605) 323-2306

When recorded return to:
Ulteig Engineers, Inc.
4808 S. Technopolis Drive
Sioux Falls, South Dakota 57106

EASEMENT AGREEMENT

The undersigned ("Grantor") for and in consideration of one dollar (\$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 facilities 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 the Grantor owns or in which Grantor has an interest to wit:

SEE EXHIBITS "A" & "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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. PROVIDED, Grantor may place landscaping, including shrubbery in 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 # NE101905JB01

misc
4
4
FEE 22.00 FB OC-11945
BKP _____ C/O _____ CO:FP _____
DEL _____
✓5893

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 Easement Area is located.

Dated this 19 day of October, 2005.

Dial-Harrison, L.L.C.

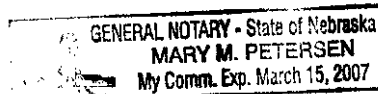
By [Signature]

Its Mgr.

STATE OF NEBRASKA }
COUNTY OF Douglas } }ss

The foregoing instrument was acknowledged before me this 19 day of Oct, 2005 by Patrick C. Day, Dial-Harrison LLC, a

Limited liability company according to the state laws of the State of Nebraska.



Witness My Hand and Official Seal

Mary M. Petersen

Notary Public
My commission expires: _____

R/W # NE 101905-1801 Job # 52BA635

Exchange Omaha Harrison County Douglas

1/4 Section SE Section 7 Township 14N Range 11E 6th PM

Exhibit "A"

This description prepared by:

**Ulteig Engineers, Inc.
4808 Technopolis Drive
Sioux Falls, South Dakota 57106
(605) 323-2306**

Land Description: **Outlot "A"**, Falling Waters, Lots 1 thru 172 inclusive & Outlots "A", "B", & "C", being a platting of all of the Southeast Quarter of Section 7, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, according to the Plat of Record in the Office of the Douglas County Register of Deeds, Douglas County, Nebraska, instrument No.2005 17582.

Easement Description: A Parcel of Land being 20 feet by 30 feet and being more particularly described from the Southeast Property Corner of Lot 63 in the Southwest Portion of said Outlot "A", this being the Point of Beginning, thence Southerly being perpendicular to the South Property Line of said Lot 63 for a distance of 20 feet, thence Westerly being parallel with and 20 feet South of said South Property Line of said Lot 63 for a distance of 30 feet, thence Northerly at a right angle for a distance of 20 feet to said South Property Line of said Lot 63, thence Easterly along and upon said South Property Line for a distance of 30 feet to the Point of Beginning and there terminating.

AND

A Strip of Land being 10 feet wide with the East Line of said Strip to be described and commencing from the Southeast corner of the previously described Parcel and continuing Southerly on the same azimuth as the East Line of said previously describe Parcel for a distance of 55 feet more or less to the Northwesterly Right-of-Way Line of Adams Street with the West Line of said Strip to extent to said Right-of-Way Line remaining parallel to said East Line of said Strip.

EXHIBIT "B"

