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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

M Paramount Design
215 N. Main
Fremont, Ne 68025
R.O.W.# 19828
JO 42B5066

US WEST COMMUNICATIONS, INC.
-EASEMENT-

The undersigned Grantor for and in consideration of \$ Three Hundred and NO/100 Dollars (\$300.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto U S WEST Communications, Inc., a Colorado corporation, whose address is 910 North 43RD Avenue, Omaha, Nebraska, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications facilities, including electrical facilities, from time to time, as said Grantee may require ~~upon, over, under and across~~ the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

5518 North 126th Avenue

A strip of land 5' wide parallel and adjacent to the southerly line of Lot 196, Block 0, Winchester Heights Addition.

part of the SW 1/4 of section 31 Township 16N Range 12E of the 6th Principal Meridian, situate in the County of Douglas State of NE

("Easement Area"). Grantee shall have the right of ingress and egress over and across the lands of the Grantor to and from the Easement Area and shall have the right to clear and keep cleared all trees and other obstructions as may be necessary.

Grantee may grant additional easements within the Easement Area to parties providing electrical facilities, gas pipelines and other utilities services, whether such other parties are related to or not related to Grantee.

Grantee shall be responsible for all damage caused to Grantor in its exercise of the right and privileges herein granted.

Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with the rights herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding on the heirs, executors, administrators, successors and assigns of the respective parties herein. Any claim, controversy or dispute arising out of this easement 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}.

Dated this 5th day of DECEMBER, 19 94.

John V. Kiper Jr.
Grantor - John V. Kiper Jr.

Grantor -

Grantee

ACKNOWLEDGMENT

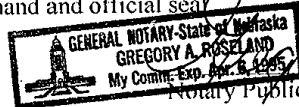
State of Nebraska) SS

County of Douglas

On this the 5 day of DEC, 1994, before me, Gregory A. Roseland, the undersigned officer, personally appeared John V. Kiper, Jr. known to me or satisfactorily proven to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal

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LEGAL PO 507 NY



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REGISTER OF DEEDS