

FILED SARIY ON NE.
INSTRUMENT NUMBER
2005-42385
2005 NOV 15 P 4:09
Slone J. ...
REGISTER OF DEEDS

COUNTER ah C.E. ah
VERIFY ah D.E. LM
PROOF _____
FEES \$ 20.50
CHECK# 60411
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NMB _____

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT ROGERS DEVELOPMENT, INC., a Nebraska corporation, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of One and no/100 Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, on the property described below; does hereby donate, grant and convey unto QWEST, hereinafter referred to as QWEST, and to their successors and assigns, a permanent easement for the right to construct, maintain and operate power and communication lines and related facilities in, through and under the parcel of land described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO PERMANENT EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto QWEST, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, repairing or replacing said communication lines at the will of QWEST. The GRANTOR may, following construction of said communication lines continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of QWEST to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements or other structures, nor any grading, fill or fill material or embankment work, shall be placed in, on, over or across said easement strip by GRANTOR, its successors and assigns without express approval of QWEST. Improvements which may be approved by QWEST include landscaping, road and/or street surfaces, parking area surfacing and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.
- 2) That QWEST will replace or rebuild any and all damage to improvements caused by QWEST exercising its rights of inspecting, maintaining or repairing said communication lines, except that damage to, or loss of trees and shrubbery will not be compensated for by QWEST.
- 3) This permanent easement is also for the benefit of any contractor, agent, employee or representative of QWEST and any of said construction and work.
- 4) That QWEST shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said GRANTOR for itself and its successors and assigns, does or do confirm with QWEST and its assigns, that it, the GRANTOR is or are well seized in fee of the above-described property and that it has or have the right to grant and convey this permanent easement in the manner and form aforesaid, and that it will, and its successors and assigns, shall warrant and defend this

R&R
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114-3728

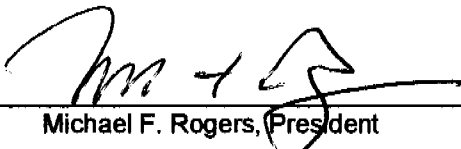
A

permanent easement to QWEST and its assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.

- 6) That said permanent easement is granted upon the condition that QWEST may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
- 7) QWEST reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.
- 8) QWEST is granted this easement with the understanding that if any of the cable needs to be relocated in the future due to grading modifications within the easement area, it will be done at the sole expense of QWEST.
- 9) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and QWEST or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of QWEST or their agents or employees, except as are set forth herein (if applicable): NONE.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 11th day of November, 2005.

ROGERS DEVELOPMENT, INC., a Nebraska corporation,

By 
Michael F. Rogers, President

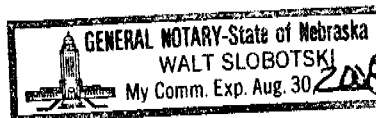
STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

On this 11 day of November, 2005, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Michael F. Rogers, President of ROGERS DEVELOPMENT, INC., a Nebraska corporation, and its successors, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledges the same to be his voluntary act and deed on behalf of the corporation.

WITNESS my hand and notarial seal on the day and year last above written.


Notary Public

My commission expires the 30 day of August, 2008

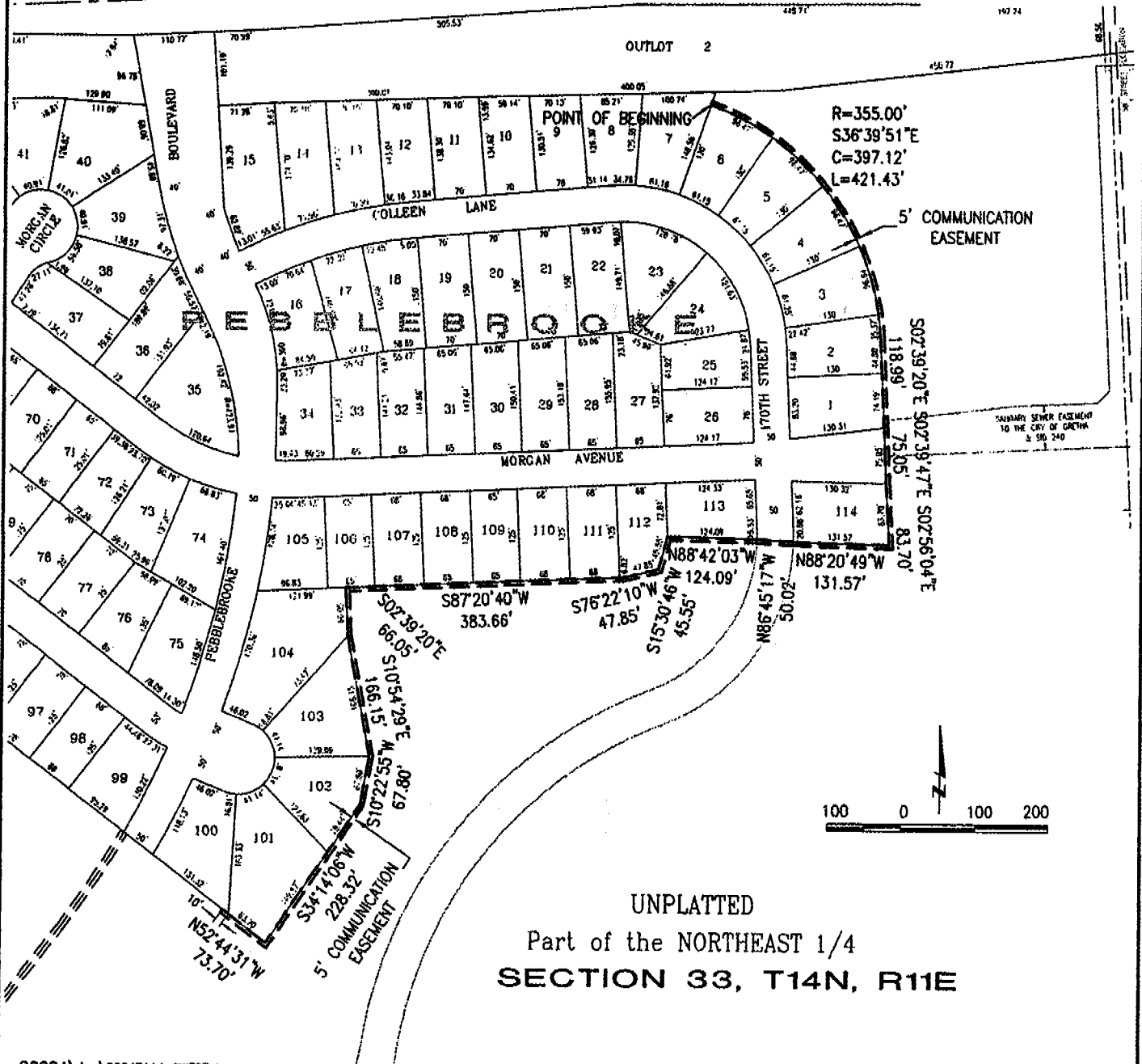


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EASEMENT EXHIBIT

LEGAL DESCRIPTION

A permanent strip easement five foot (5') in width for the construction and maintenance of communication facilities over that part of the Northeast Quarter of Section 33, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, lying east and south of the following described line: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION)



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Book 02084

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Date October 13, 2005 Dwn.By JHVD

Job Number 05130.01 / 421



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EXHIBIT A

2005 42385C

LEGAL DESCRIPTION

A permanent strip easement five foot (5') in width for the construction and maintenance of communication facilities over that part of the Northeast Quarter of Section 33, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, lying east and south of the following described line:

Beginning at the northwest corner of Lot 6, PEBBLEBROOKE, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska;

Thence along a curve to the right (having a radius of 355.00 feet and a long chord bearing South 36°39'51" East (bearings referenced to the Final Plat of PEBBLEBROOKE) for 397.12 feet) for an arc length of 421.43 feet along the east line of Lots 2 through 6, PEBBLEBROOKE;

Thence South 02°39'20" East for 118.99 feet along the east line of Lots 1 and 2, PEBBLEBROOKE to the southeast corner of said Lot 1;

Thence South 02°39'47" East for 75.05 feet to the northeast corner of said Lot 114;

Thence South 02°56'04" East for 83.70 feet to the southeast corner of said Lot 114;

Thence North 88°20'49" West for 131.57 feet to the southwest corner of said Lot 114;

Thence North 86°45'17" West for 50.02 feet to the southeast corner of Lot 113, PEBBLEBROOKE;

Thence North 88°42'03" West for 124.09 feet to the southwest corner of said Lot 113;

Thence South 15°30'46" West for 45.55 feet to the southeast corner of Lot 112, PEBBLEBROOKE;

Thence South 76°22'10" West for 47.85 feet to the southwest corner of said Lot 112;

Thence South 87°20'40" West for 383.66 feet along the south line of Lots 106 through 111, PEBBLEBROOKE, to the northeast corner of Lot 104, PEBBLEBROOKE;

Thence South 02°39'20" East for 66.05 feet to the northeast corner of Lot 103, PEBBLEBROOKE;

Thence South 10°54'29" East for 166.15 feet to the northeast corner of Lot 102, PEBBLEBROOKE;

Thence South 10°22'55" West for 67.80 feet to the angle point in the east line of said Lot 102;

Thence South 34°14'06" West for 228.32 feet along the east line of Lots 101 and 102, PEBBLEBROOKE to the south corner of said Lot 101;

Thence North 52°44'31" West for 73.70 feet along the southwest line of Lots 100 and 101, PEBBLEBROOKE to a point lying ten foot (10') northwest of the corner common to said Lots 100 and 101 and the Point of Terminus.

October 14, 2005

LAMP, RYNEARSON & ASSOCIATES, INC.

02084/text/survey/0284EAS.doc

(Strip easement abutting the east line of Phase 1 & 2 plats)