

No.	Gen.	Num.	Paged	
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dk Register of Deeds				

From and Return to:
Level 3 Communications, L.L.C.
c/o ROW-NIS Administrator
1025 Eldorado Blvd.
Broomfield, CO 80021
Fee: \$ 70.00 paid (check)

2013 00273

STATE OF NEBRASKA } ss
SALINE COUNTY

Entered in numerical index and filed on
record, the 15 day of February
20 13 at 11:35 clock AM. and recorded
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Christa Bastian
County Clerk

4:11-cv-03211-JMG-CRZ Doc # 44 Filed: 12/03/12 Page 1 of 8 - Page ID # 638

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

JOHN RAMSEY, et al.,

Plaintiffs,

vs.

SPRINT COMMUNICATIONS
COMPANY, L.P., et al.,

Defendants.

4:11-CV-3211

EASEMENT DEED BY COURT
ORDER IN SETTLEMENT OF
LANDOWNER ACTION

The Court has, on this date, entered a Memorandum and Order approving the parties' class action settlement agreement and ordering that this action may be settled as a class action on behalf of a settlement class defined in the settlement agreement as

comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Filing 20-1 at 8. The settlement agreement provides for the entry of an easement deed by court order in settlement of landowner action by which the settling defendants acquire, to the extent that the class members have the right to transfer it, a permanent telecommunications easement in the right of way adjacent to the property of each class member.¹

IT IS ORDERED:

1. To the extent that each class member owns rights in the easement premises (as hereafter defined), the class member

¹ Terms that are expressly defined in the settlement agreement are, unless otherwise defined, intended to have the same meaning as in the settlement agreement.

(the "grantor") hereby grants to whichever of Sprint Communications Company L.P., Qwest Communications Company, LLC, and Level 3 Communications, LLC, has designated for inclusion under a settlement agreement the right of way which adjoins, underlies, or includes covered property owned by the class member, together with its successors, assigns, and licensees (the "grantee"), a permanent telecommunications easement in the easement premises. For each county in which this easement deed by court order in settlement of landowner action is being recorded, a list of affected class members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe class members' affected parcels with the following information, to the extent that it is in the database of identification information: owner name; owner mailing address; tax map identification number; tax parcel identification number; lot number; and section, township, and range. Exhibit 1 may describe class members' affected parcels with any other available information.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "telecommunications cable system"), in, on, over, under, through and/or across the easement premises. The easement premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1

(the "grantor's property") (for purposes of this telecommunications cable system easement deed, a parcel of property shall be deemed to have a common boundary with the easement premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("railroad right of way") and (ii) is on a side of the centerline of the railroad right of way that is next to the grantor's property (the "grantor side"), and (iii) extends no more than ten (10) feet on each side of the grantee's telecommunications cable system (a) as it existed on March 15, 2012 (b) where the actively used components of the grantee's telecommunications cable system are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the easement premises, and the width of the moved component's easement premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single grantor side of the railroad right of way, and (c) where new components are installed to connect the existing telecommunications cable system to the edge of the right of way. The easement shall be construed to grant grantee all rights necessary to abandon in place unused components of grantee's telecommunications cable system.

The easement shall not include the right to construct on the easement premises regenerator huts and similar structures ("buildings") in addition to those existing on March 15, 2012. The easement shall include the rights to repair, replace, and expand existing buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the buildings occupy, or the height of any building, by more than twenty-five percent. The easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide telecommunications cable system.

The easement includes the right to temporarily use the entire grantor side of the railroad right of way for construction or maintenance, so long as grantee uses its

best efforts not to interfere with any real property which, although within the boundaries of the easement premises, is actually being used by grantor; provided, however, that in no event shall grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if grantee's telecommunications cable system is currently located within such area. The easement shall include the right of reasonable ingress and egress to and from the easement premises over that portion of the grantor's real property that underlies the railroad right of way and, for repair and maintenance, over any existing private roads of grantor, where access from public or railroad roads is not reasonably practical, provided grantee has made commercially reasonable efforts to give prior notice to grantor of grantee's use of grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the easement premises necessary or appropriate for the enjoyment of the easement. Nothing contained herein shall constitute a waiver of any right that grantor may have for any damages to grantor's property outside of the easement premises caused by grantee's action. If grantee's action causes damage to any of grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the easement premises, grantee shall pay reasonable compensation to the grantor for such damage to the extent provided by law.

From and after December 3, 2012, subject to all the restrictions and limitations stated herein, the easement includes the right to construct and install additional components of a telecommunications cable system within the easement premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of railroad right of way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a telecommunications cable system in the area of the easement premises that is outside a parallel fence constructed by the railroad or other owner of railroad right of way or is actually being used by the grantor or its successor, provided, however, that the foregoing shall not be binding upon grantee if grantee's telecommunications

cable system is currently located within such area. If grantee's action causes damage to any of grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the easement premises, grantee shall pay reasonable compensation to the grantor for such damage to the extent provided by law.

The easement includes all rights necessary to the lawful occupation of the easement premises by an existing telecommunications cable system, and by any additional telecommunications cable system that is constructed and installed by or on behalf of grantee in the easement premises and that is owned or operated by either (a) grantee or (b) any person or entity to which grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such telecommunications cable system.

The easement, however, does not apply to any telecommunications cable system that existed on March 15, 2012, but that was acquired by grantee after that date (unless such telecommunications cable system or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WilTel Communications, Inc.; WilTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that grantor shall not use a method of extraction that interferes with or impairs in any way the easement, the telecommunications cable system, or the exercise of grantee's rights herein.

Grantor shall not, nor shall grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the easement

premises without the prior written consent of grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its railroad right of way, as provided in any agreement between the railroad and the grantee, by applicable law, or otherwise.

It is understood and agreed that the easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the easement premises, whether such uses are by grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the easement premises, provided, however, and notwithstanding the foregoing, that grantor shall not use or authorize others to use the easement premises in a manner that interferes with or impairs in any way grantee's telecommunications cable system or the exercise by grantee of the rights granted herein.

Subject to the terms hereof, grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the telecommunications cable system.

Grantor conveys the easement without warranty of title to any property interest in the easement premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between grantor and any railroad or between grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This easement is not intended to impact or diminish any railroad's existing rights or property interests in the right of way. This easement shall not be construed to permit grantee to interfere with railroad operations. This easement also shall not permit any component of a telecommunications cable

system to remain in a railroad right of way except (a) under existing or future agreements with the railroad or (b) in any railroad right of way in which no railroad operates and no railroad retains any right, title, or interest. This easement also shall not permit any new components to be installed to connect the existing telecommunications cable system to the edge of the right of way in any railroad right of way as to which the interstate commerce commission or the surface transportation board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This telecommunications cable system easement deed is executed and delivered on behalf of grantor for the purpose of granting the easement to grantee in, on, over, under, through and/or across the easement premises to the full extent of grantor's right, title or interest, if any, in or to the easement premises, and the easement granted hereby shall affect the easement premises only to the extent of grantor's right, title, and interest therein. Grantor and grantee agree that this telecommunications cable system easement deed shall not grant any rights to the easement premises, or any portion thereof, in which grantor holds no right, title or interest.

No rights reserved to grantor herein shall be deemed to expand rights reserved to grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of grantee shall be deemed to limit rights heretofore granted by grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the settling defendants, the grantor, their successors, assigns, personal representatives, and heirs.


This instrument fully sets forth the terms and conditions of the easement. There are no oral or other written agreements between grantor and grantee that modify, alter, or amend this instrument.

To have and to hold the easement, rights and privileges unto grantee, its successors and assigns in perpetuity or until such time as grantee shall cause the easement to be released of record.

3. Settling defendants may record this easement under the terms and conditions set forth in the settlement agreements.

Dated this 3rd day of December, 2012.

BY THE COURT:



John M. Gerrard
United States District Judge

ECF DOCUMENT

I hereby attest and certify this is a printed copy of a document which was electronically filed with the US District Court for the District of Nebraska.

Date filed: 12/3/12

OFFICE OF THE CLERK

By 

Deputy Clerk

**Exhibit 1
Saline County, NE**

DMS_ID	S_T_R	Property Description	NAME	ADDRESS	GRANTEE
NE151_001	33-8N-4E	NWNW 33-8-4 VOSIKA'S 2ND ADD	Vosika et al, Albert F	2109 County Rd F, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0075	33-8N-4E	CRETE PRCT PART NE 1/4 NW 1/4	Rodriguez, Bernardino & Blanca Servin	2137 County Rd F, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0012	22-8N-1E	FRIEND PRCT PT NW 1/4	Stindt, Bill	224 County Rd D, Friend, NE, 68359	Level 3 Communications, LLC
NE151_002	20-8N-1E	FRIEND PRCT PT NW 1/4	Galusha, Bonnie	210 Sycamore St, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0095	27-8N-4E	CRETE CITY S2 OF LOT 9 & ALL OF LOT 10 BLK. 101	Foster, Brenda L	1611 Main Ave, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0085	33-8N-4E	CRETE PRCT PART NE 1/4 NE 1/4	Ensor, Carl E & Patricia M	1005 W 13th St, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0045	14-8N-2E	LINCOLN PRCT W 1/2 NE 1/4	Kohl, Carol	1175 Driftwood Dr, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0096	27-8N-4E	CRETE CITY LOTS 11, 12, 13 & S6' of Lot 14 Blk 101	Walbrecht, Christopher & Connie	1944 County Rd H, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0028	14-8N-1E	FRIEND PRCT SE 1/4 SEC 14-8-1 120.02 ACRES	Drake, Daniel E & Catherine J	321 Sycamore St, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0092	34-8N-4E	CRETE CITY ALL OF BLOCK 6 & 1/2 OF VAC. NEBR. AVE & 1/2 OF VAC. -RAILWAY ST	Hier, David & Kim	725 W 13th St, Crete, NE, 68333	Level 3 Communications, LLC
NE151_00109	27-8N-4E	CRETE CITY LOT 16 BLK. 90	Smith, Delva D & Kelly S	9266 Southwest 128th Rd, Dewitt, NE, 68341	Level 3 Communications, LLC
NE151_00110	27-8N-4E	CRETE CITY N 11' OF LOT 17 & ALL OF LOTS 18-19-20-21 BLK. 90	Smith, Delva D & Kelly S	1636 N Main Ave, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0046	14-8N-2E	LINCOLN PRCT PT S 1/2 SW 1/4 SEC 14-8-2 66.01 ACRES	Duba, Douglas R & Diane E	PO Box 85506, Lincoln, NE, 60546	Level 3 Communications, LLC
NE151_00111	27-8N-4E	CRETE CITY ALL OF LOT 17 (EX. N 11') BLK 90	Carreto, Esmelda E Cifuentes	1240 E 16th St, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0040	15-8N-2E	LINCOLN PRCT PTE 1/2 SE 1/4	Easley, Gregg A	294 County Rd 1200, Dorchester, NE, 68343	Level 3 Communications, LLC
NE151_00112	27-8N-4E	CRETE CITY ALL OF BLOCK 77 & E 1/2 VACATED IVY AVENUE ADJ	Bridger, James J & Janet R	479 County Rd 2250, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0042	15-8N-2E	LINCOLN PRCT PT SW 1/4	Smith et al, James P	310 Walnut, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0035	17-8N-2E	LINCOLN PRCT PT E 1/2 SW 1/4	Smith, James P & Galla Pleskac	PO Box 114, Friend, NE, 68359	Level 3 Communications, LLC
NE151_00113	19-8N-1E	FRIEND PRCT PT SW 1/4 NE 1/4 & NW 1/4 NE 1/4	Rohrig, Janice M	605 Main, Friend, NE, 68359	Level 3 Communications, LLC
NE151_006	19-8N-1E	FRIEND PRCT PT NE 1/4 NE 1/4	Prokop Jr, Jerome	429 Marion St, Winchester, VA, 22601	Level 3 Communications, LLC
NE151_0022	14-8N-1E	FRIEND CITY J K FRIEND'S ADD LOTS 31-32 & 33	Pospisil, Joel & Janet	293 State Hwy 80 E, Friend, NE, 68359	Level 3 Communications, LLC
NE151_00103	27-8N-4E	CRETE CITY LOTS 5-11 BLK. 81	Wardle, John	1840 Juniper, Crete, NE, 68333	Level 3 Communications, LLC
NE151_00104	27-8N-4E	CRETE CITY LOTS 5-11 BLK. 81	Wardle, John	1840 Juniper, Crete, NE, 68333	Level 3 Communications, LLC
NE151_009	15-8N-1E	FRIEND PRCT PT S 1/2 SE 1/4	Ricebaw, John & Norman	411 Sycamore St, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0011	15-8N-1E	FRIEND PRCT PT SE 1/4 SE 1/4	Ellison, John R	488 County Rd D, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0021	14-8N-1E	FRIEND CITY J K FRIEND'S ADDITION ALL OF LOTS 24-25-26	Paulsen, Kevin A & Debra S	303 Second St, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0030	13-8N-1E	FRIEND PRCT E 1/2 NE 1/4	Goebel, Lane A & Linda M	21060 W 89th Terrace, Lenexa, KS, 66220	Level 3 Communications, LLC
NE151_0032	18-8N-2E	LINCOLN PRCT PT SW 1/4 SE 1/4	Eigsti, Linda	308 State Hwy 80 E, Friend, NE, 68359	Level 3 Communications, LLC

**Exhibit 1
Saline County, NE**

NE151_00105	27-8N-4E	CRETE CITY LOT 11 BLK. 82	Henning, Loren & Eleanor	845 Ivy, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0086	33-8N-4E	CRETE PRCT PART NE 1/4 NE 1/4	Mitchell, Mac L & Shirley	8740 W Hammer Ln, Las Vegas, NV, 89149	Level 3 Communications, LLC
NE151_0084	33-8N-4E	CRETE PRCT PART N 1/2 NE 1/4	Malone et al, Michael	9909 W Stagecoach Rd, Crete, NE, 68333	Level 3 Communications, LLC
NE151_00108	27-8N-4E	CRETE CITY LOTS 5-16 BLK. 91	Tobar, Pedro & Edith	1710 Linden Ave, Crete, NE, 68333	Level 3 Communications, LLC
NE151_00114	19-8N-1E	FRIEND PRCT PT NW 1/4 (NORTH OF RR)	Weber, Phil F & Bernice J	419 County Rd 1400, Berehester, NE, 68343	Level 3 Communications, LLC
NE151_00107	27-8N-4E	CRETE CITY LOTS 1-2-3-4 BLK. 91	Strain, Richard A & Roberta E	1705 Kingwood, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0036	17-8N-2E	LINCOLN PRCT W 1/2 SW 1/4	Eigsti, Rodney E & Linda S	308 State Hwy 80 E, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0037	18-8N-2E	LINCOLN PRCT PT SE 1/4 SE 1/4	Eigsti, Rodney E & Linda S	308 State Hwy 80 E, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0078	33-8N-4E	CRETE PRCT PART NE 1/4 NW 1/4	Skala, Scott	1610 W 12th St, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0038	16-8N-2E	LINCOLN PRCT PT S 1/2 NW 1/4 & PT N 1/2 SW 1/4 (LYING N OF RR)	Vyhnalek, Scott & Lori	230 County Rd 900, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0097	27-8N-4E	CRETE CITY LOTS 15-16-17 BLK. 102	Luong, Si T & Betty J	1710 Valleyview Dr, Crete, NE, 68333	Level 3 Communications, LLC
NE151_00118	27-8N-4E	CRETE CITY ALL OF BLK 65 & ALL VAC. 21ST STREET	Juricek, Thomas J & Susan E	2125 Ivy, Crete, NE, 68333	Level 3 Communications, LLC
NE151_007	21-8N-1E	FRIEND PRCT PT E 1/2 NW 1/4	Lieske, Timothy	1911 S 98th St, Lincoln, NE, 68520	Level 3 Communications, LLC
NE151_0090	8N-4E-34	CRETE CITY W 79' OF LOT 1 & 1/2 VAC. ST BLK. 7	Lewis, William C & Connie L	RR 1, Denton, NE, 68339	Level 3 Communications, LLC
NE151_0039	8N-2E-16	LINCOLN PRCT NE 1/4 (EX PAR 38) & PT NWSE	Beckler, William W	290 378th Rd, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0043	8N-2E-16	LINCOLN PRCT PT NESE LYING NORTH OF RR	Beckler, William W	290 378th Rd, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0010	8N-1E-22	IMPROVEMENTS ON LEASED LAND-SCALE HOUSE & TANK PT NW 1/4 OF NE 1/4-LYING N OF- RR	Farmers Co Op	PO Box 263, Dorchester, NE, 68343	Level 3 Communications, LLC
NE151_00100	8N-4E-27	CRETE CITY LOT 19 BLK. 102, PT BLK. 105 & VAC. ALLEY & 15TH AVE, & PT BLK 106 & VAC. ALLEY & PINE AVE BETWEEN BLK. 105-106	Douglas Manufacturing Corp	PO Box 187, Crete, NE, 68333	Level 3 Communications, LLC
NE151_00101	8N-4E-27	CRETE CITY PTS LOTS 1-4 & VAC STREET & ALLEY BLK.	D J Welding & Mfg Inc	PO Box 316, Crete, NE, 68333	Level 3 Communications, LLC
NE151_00115	8N-4E-33	CRETE PRCT PT NW 1/4 NW 1/4	Radiant Springs Church of Crete	1440 Doane Dr, Crete, NE, 68333	Level 3 Communications, LLC
NE151_00120	8N-4E-27	CRETE PRCT PART SW 1/4 SW 1/4	Crete Bicentennial Society Inc	PO Box 304, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0013	8N-1E-21	FRIEND PRCT PT NE 1/4 & ALL SE 1/4	L W Hewitt Rev Tr	PO Box 85506, Lincoln, NE, 68501	Level 3 Communications, LLC
NE151_0015	8N-1E-14	FRIEND CITY LOTS 68-81	Farmers Union Co Op Co	PO Box 135, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0016	8N-1E-14	FRIEND CITY LOTS 49-62	Farmers Union Co Op Co	PO Box 135, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0017	8N-1E-14	FRIEND CITY LOTS 49-62	Farmers Union Co Op Co	PO Box 135, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0019	8N-1E-14	FRIEND PRCT PT SW SE	Northern Natural Gas Co	RR 4, Beatrice, NE, 68310	Level 3 Communications, LLC
NE151_0020	8N-1E-14	FRIEND CITY J K FRIEND'S ADDITION ALL OF LOTS 19-20-21-22-23	Friend Fertilizer Inc	PO Box 25, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0027	8N-1E-13	FRIEND PRCT PT SW 1/4 SW 1/4	HRW Farming	630 US Hwy 6 Rt 1 Box 3, Friend, NE, 68359	Level 3 Communications, LLC

**Exhibit 1
Saline County, NE**

NE151_0029	8N-1E-14	FRIEND PRCT PT N 1/2 SW 1/4 & PT SW 1/4 SW 1/4 SW 1/4 & PT SE 1/4 SW 1/4- & PT SW 1/4 SE 1/4	Drake Farms Inc	615 County Rd 900, Friend, NE, 68359	Level 3 Communications, LLC
NE151_003	8N-1E-20	FRIEND PRCT PT NE 1/4 & ALL SE 1/4	Southwick Family Realty LLC	PO Box 70, Milford, NE, 68405	Level 3 Communications, LLC
NE151_0031	8N-1E-13	FRIEND PRCT PT SE 1/4 SW 1/4 & PT W 1/2 SE 1/4	Farmers Union Co Op Co Inc	PO Box 135, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0033	8N-2E-16	LINGOLN PRCT PT SW 1/4	Langin L & Jeffrey E Prokop LF	7920 Upton Grey Ln, Lincoln, NE, 68516	Level 3 Communications, LLC
NE151_0034	8N-2E-17	LINGOLN PRCT PT SE 1/4	Caroline & Richard J Eigsti LF et al	406 Sycamore, Friend, NE, 68359	Level 3 Communications, LLC
NE151_0041	8N-2E-15	LINGOLN PRCT PT W 1/2 SE 1/4	Roger Duba LF	PO Box 85506, Lincoln, NE, 68501	Level 3 Communications, LLC
NE151_0044	8N-2E-14	LINGOLN PRCT PT SE 1/4	TJW Farms Inc	405 State Hwy 15, Dorchester, NE, 68343	Level 3 Communications, LLC
NE151_0051	8N-2E-13	LINGOLN PRCT PT W 1/2 SW 1/4	Palky Farms LP	631 State Hwy 15, Dorchester, NE, 68343	Level 3 Communications, LLC
NE151_0054	8N-3E-20	DORCHESTER PRCT PT S 1/2 SE 1/4	Wayne M & Velma J Hansen Tr	287 State Hwy 15, Dorchester, NE, 68343	Level 3 Communications, LLC
NE151_0076	8N-4E-33	CRETE CITY EAST RIDGE ESTATES LOT	Crete Lumber & Farm Supply Inc	PO Box 283, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0077	8N-4E-33	CRETE PRCT PART NE 1/4 NW 1/4	ADEO LLC	PO Box 280, Moberly, MO, 65270	Level 3 Communications, LLC
NE151_0079	8N-4E-33	CRETE CITY N 1/2 OF LOT 11 & ALL OF LOT 12 BLK. 137	PBS Aircraft Co Inc	PO Box 45, Crete, NE, 68333	Level 3 Communications, LLC
NE151_008	8N-1E-21	FRIEND PRCT PT W 1/2 NW 1/4	Lieske Farms LLC	1911 S 98th St, Lincoln, NE, 68520	Level 3 Communications, LLC
NE151_0080	8N-4E-33	CRETE PRCT PART NE 1/4 NW 1/4	Crete Machine Inc	PO Box 302, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0081	8N-4E-33	CRETE PRCT PT NE 1/4 NW 1/4	PBS Properties Inc	PO Box 45, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0082	8N-4E-33	CRETE PRCT PT N 1/2 NE 1/4	PBS Aircraft Co Inc	PO Box 45, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0083	8N-4E-33	CRETE PRCT PT N 1/2 NE 1/4	PBS Aircraft Co Inc	PO Box 45, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0087	8N-4E-33	CRETE PRCT PART NW 1/4 NE 1/4	Crete Veterinary Clinic Partnership	1250 Arizona Ave, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0088	8N-4E-34	CRETE CITY WEST 77' OF BLK 8 & N 1/2 VAC ST	Diana L Pomejzl Rev Tr	1964 County Rd C, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0091	8N-4E-34	CRETE CITY EAST 43' OF LOT 1 & 1/2 OF 2 VAC. STREETS BLK. 7	Jennie L Schnell LE	805 W 13th St, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0093	8N-4E-27	CRETE PRCT PT SW SW	Crete Bicentennial Society Inc	PO Box 304, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0094	8N-4E-27	CRETE PRCT. PART SW 1/4 SW 1/4 27-8-4	Crete Bicentennial Society Inc	PO Box 304, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0098	8N-4E-27	CRETE CITY LOT 19 BLK. 102, PT BLK. 105 & VAC. ALLEY & 15TH AVE, & PT BLK 106 & VAC. ALLEY & PINE AVE BETWEEN BLK. 105-106	Douglas Manufacturing Corp	PO Box 187, Crete, NE, 68333	Level 3 Communications, LLC
NE151_0099	8N-4E-27	CRETE CITY LOT 19 BLK. 102, PT BLK. 105 & VAC. ALLEY & 15TH AVE, & PT BLK 106 & VAC. ALLEY & PINE AVE BETWEEN BLK. 105-106	Douglas Manufacturing Corp	PO Box 187, Crete, NE, 68333	Level 3 Communications, LLC

RECORD AND RETURN TO:
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021