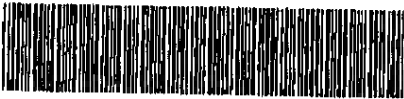




1247 528 MISC



06299 98 528-530

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

98 MAY 12 AM 9:46

RECEIVED

RETURN TO _____ RECORDING INFORMATION ABOVE

DOCUMENT PREPARED BY CHERYL DLOUHY TELEPHONE #712-322-4240

R/W # 9810403NE
NECWO #148

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of ELEVEN HUNDRED TWELVE Dollars (\$ 1112.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 700 W. MINERAL AV., LITTLETON, CO its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities, electrical facilities and gas 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 DOUGLAS, State of NEBRASKA, which the Grantor owns or in which the Grantor has any interest, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee the following incidental rights:

(1) A temporary right-of-way to be used during all periods of construction, reconstruction, reinforcement, repair and removal upon a strip of land _____ feet wide on the _____ side of, and a strip of land _____ feet wide on the _____ side of said easement.

(2) The right of ingress and egress over and across the lands of Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage 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.

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

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area.

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.

Paramount Design
215 N. Main St.
Fremont, NE 68025

R3 01-0269
(1-99)

Page 1 of 3

initial AmR.
57-13140
FEE 350 FB _____
BKP 169235 C/O _____ COMP 100
DEL _____ SCAN dc FV _____

RECORDING INFORMATION ABOVE

EXHIBIT "A"

R/W#9810403NE
NECWO #148

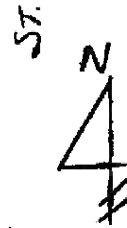
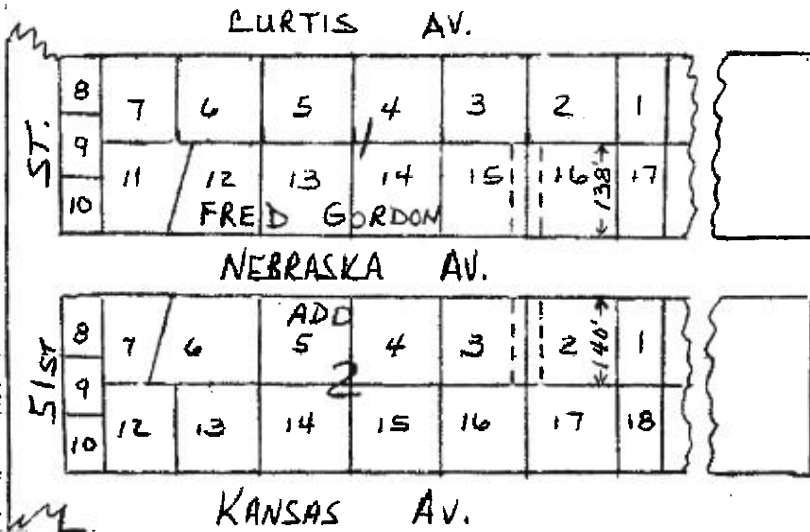
LEGAL DESCRIPTION: LOTS 8, 10-17, BLOCK 1 AND LOTS 1-8, BLOCK 2 OF THE FRED GORDON ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

EASEMENT DESCRIPTION: FIVE FOOT (5') EASEMENT ON EACH SIDE OF LOT LINE (APPROX. 140 FEET IN LENGTH) BETWEEN LOTS 15 AND 16, BLOCK 1, LOTS 2 AND 3, BLOCK 2, FRED GORDON ADDITION, FOR PLACEMENT OF BURIED U.S. WEST CABLES AND PEDESTALS. (SEE SKETCH BELOW)

JOB # 82BA225/NECWO #148
COUNTY: DOUGLAS
SECTION: 31

TOWNSHIP: 16

EXCHANGE: OMAHNEFW
SECTION: NE
RANGE: 13



JMK.
Initial