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RICHARD N. TAKECHI REGISTER OF DEEDS DOUGLAS COUNTY, NE

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| RETURN TO            |        |            |            | · · · · · · · · · · · · · · · · · · · |     |
|----------------------|--------|------------|------------|---------------------------------------|-----|
|                      | RECO   | RDING INFO | ORMATION A | ABOVE                                 |     |
| DOCUMENT PREPARED BY | CHERYL | DLOUHY     |            | TELEPHONE #712-322-42                 | 240 |
|                      |        |            |            | R/W # 9810403 NE                      |     |

| 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<br>the above-described property and the right to clear and keep cleared all trees and other<br>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 covenints 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.

Taramount Design Page 1 of 3 /mk.

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|--|--------------------|---|--|--|--|--|
| RECO   | LDING INF          | ORMATION ABOVE  |  |  |  |  |
| 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 property is located. |                    |   |  |  |  |  |
| Dated this   | day of _           | <u>april</u> 19 <u>98</u>   |  |  |  |  |
| •  |                    | HOLY NAME HOUSING CORPORATION   |  |  |  |  |
| Grantor  | 8                  | (Official name of company or Corporation)   |  |  |  |  |
| Grantor  |                    | By S. Marshan Horse<br>Its Eunistic Desertor  |  |  |  |  |
| Grantor  | ₿.                 | [SEAL]  |  |  |  |  |
| Grantor  | •                  | AttestSecretary of Corporation  |  |  |  |  |
| (Individual Acknowledgment   | )                  | (Corporate Acknowledgment)  |  |  |  |  |
| STATE OF   | }<br>} ss          | STATE OF NEBRASKA }   |  |  |  |  |
| COUNTY OF  | }                  | COUNTY OF DOUGLAS }   |  |  |  |  |
| This instrument was acknowledged me on, 19   |                    | This instrument was acknowledged before me on <u>April 20</u> , by <u>3r. Man lyn. Ross</u> |  |  |  |  |
| [SEAL]   |                    | as Executive Director for Holy Name Howsing Corp.   |  |  |  |  |
| •  |                    | [SEAL] GERERAL HOTARY-State of Historical ELIZABETH A. BURKS My Comm. Exp. Aug. 28, 1980    |  |  |  |  |
| Notary Public in the State of My commission expires:   | <del>-</del>       | Elinabeth O. Burka<br>Notary Public in the State of NEBRASKA                                |  |  |  |  |
| er e e e e e e e e e e e e e e e e e e   |                    | My commission expires: 8-28-98  |  |  |  |  |
|  |                    | 2D3 225 (NECTIO #44 4 0   |  |  |  |  |
| R/W # 9810403 NE  Exchange OMAHNEFW  1/4 Section NE Section 31   | Job # 82<br>County | 2BA225/NECWO #148  DOUGLAS  Township _16  |  |  |  |  |

495-10 PA (1-96) EXHIBIT "A"

R/W#9810403NE NECWO #148 3

LEGAL DESCRIPTION: LOTS 8, 10-17, BLOCK 1 AND LOTS 1-8, BLOCK 2 OF THE FRED GORDON ADDITION, ANDADDITION 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 LSECTION: NE

RANGE: 13

