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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 AUG 18 PM 3:34

RECEIVED

PREPARED BY: RECORDING INFORMATION ABOVE

PARAMOUNT DESIGNS, INC.
215 N. MAIN ST
FREMONT, NE 68025
402-727-5400

RW #0018001NE
JO# 02BB317

EASEMENT

The undersigned Grantor(s) for and in consideration of ONE AND NO/100 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto Qwest Corporation, a Colorado Corporation, hereafter referred to as "Grantee", whose address is 1801 California St., Suite 5100, Denver, CO 80202, 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:

Affects unplat'd Area

SEE EXHIBIT "A&B" 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 damages 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.

Page 1 of 4

Initial

MISC: _____
FEE: 20.50 FB _____
BKP _____ C/O _____ COMP _____
DEL _____ SCAN 2 FV _____

RECORDING INFORMATION 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 _____, 2000.


Grantor

Grantor

Grantor

Grantor

SADDLEBROOK PROPERTIES, LLC.
(Official name of company or Corporation)


By JOHN C. CZERWINSKI
Its MANAGER

[SEAL]

Attest _____
Secretary of Corporation

(Individual Acknowledgment)

(Corporate Acknowledgment)

STATE OF _____ }
 }ss
COUNTY OF _____ }

STATE OF NEBRASKA }
 }ss
COUNTY OF DOUGLAS }

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

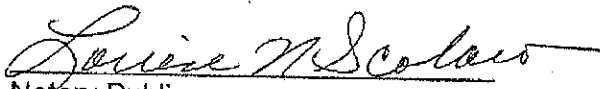
The foregoing instrument was acknowledged before me this 21st day of July, 2000, by _____

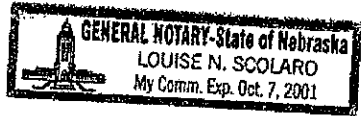
of SADDLEBROOK PROPERTIES,
a LLC
Corporation, on behalf of the corporation.

[SEAL]

[SEAL]

Notary Public
My commission expires: _____


Notary Public
My commission expires: Oct 7, 2001



R/W# 0018001NE Job # R02BB317
Exchange OMAHNEFO County DOUGLAS
1/4 Section SE Section 35 Township 16N Range 11E

EXHIBIT "A"

R/W# 0018001NE
JO# 02BB317

[Signature]
Initial

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of communication cables and related facilities over part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the northeast corner of Outlot 10, SADDLEBROOK, a subdivision, as surveyed, plotted and recorded in Douglas County, Nebraska;

Thence North 12°48'01" West (bearings referenced to the Final Plat of SADDLEBROOK for 120.39 feet along the west right of way line of Saddlebrook Drive;

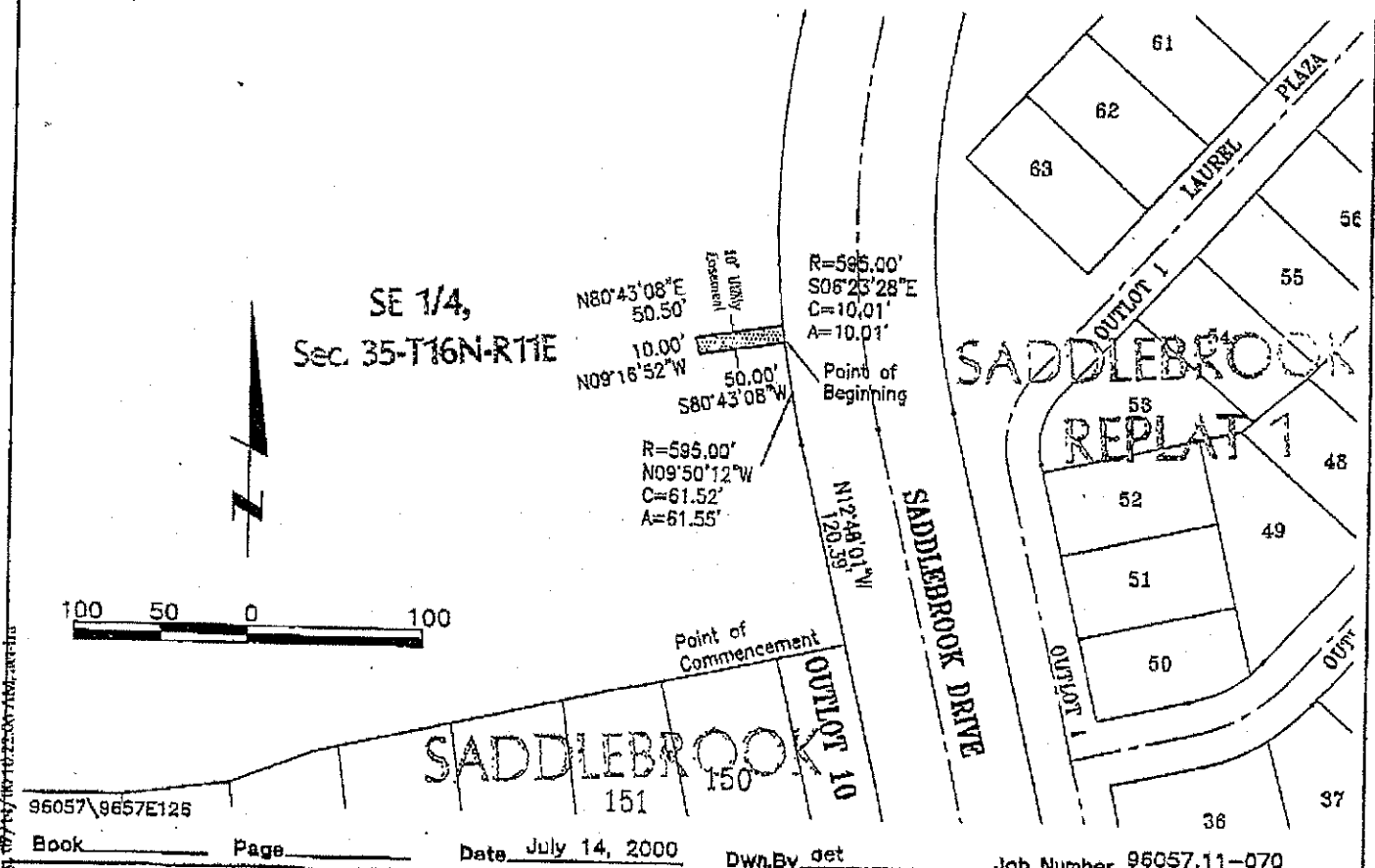
Thence along a curve to the right (having a radius of 595.00 feet and a long chord bearing North 09°50'12" West for 61.52 feet) for an arc length of 61.55 feet along said west right of way line to the TRUE POINT OF BEGINNING;

Thence South 80°43'08" West for 50.00 feet;

Thence North 09°16'52" West for 10.00 feet;

Thence North 80°43'08" East for 50.50' feet;

Thence along a curve to the left (having a radius of 595.00 feet and a long chord bearing South 06°23'28" East for 10.01' feet) for an arc length of 10.01 feet along said west right of way line to the Point of Beginning.
Contains 502 square feet.



Book 96057\9657E126 Page _____ Date July 14, 2000 Dwn.By det Job Number 96057.11-070

lamp, ryneason & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029 ph 402-498-2498
fax 402-498-2730

EXHIBIT "B"

R/W# 0018001NE
JO# 02BB317

[Signature]
Initial

LEGAL DESCRIPTION

A permanent easement for ingress and egress over part of the Southeast Quarter of Section 35, Township 16 North, Range 11 East of the 8th P.M., Douglas County, Nebraska, described as follows:

Beginning at the northeast corner of Outlot 10, SADDLEBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 12°48'01" West (bearings referenced to the Final Plat of SADDLEBROOK for 120.39 feet along the west right of way line of Saddlebrook Drive;

Thence along a curve to the right (having a radius of 595.00 feet and a long chord bearing North 12°14'41" West for 11.54 feet) for an arc length of 11.54 feet along said west right of way line to the TRUE POINT OF BEGINNING;

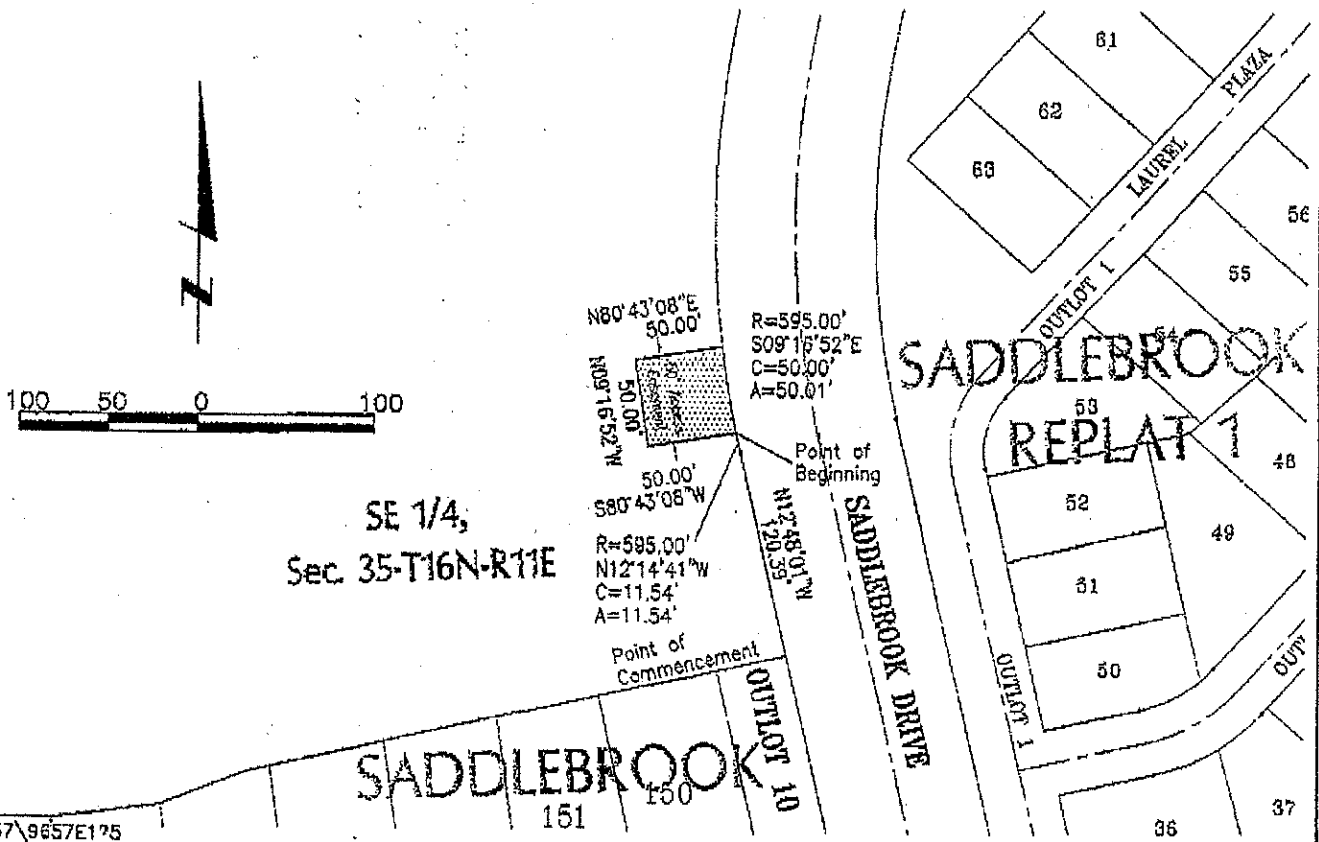
Thence South 80°43'08" West for 50.00 feet;

Thence North 09°16'52" West for 50.00 feet;

Thence North 80°43'08" East for 50.00 feet to the said west right of way line of Saddlebrook Drive;

Thence along a curve to the left (having a radius of 595.00 feet and a long chord bearing South 09°16'52" East for 50.00 feet) for an arc length of 50.01 feet along said west right of way to the Point of Beginning.

Contains 2482 square feet.



Book _____ Page _____ Date May 10, 2000 Dwn.By det Job Number 96057.11-070

lamp, rynearson & associates, inc.
 engineers surveyors planners

14710 west dodge road, suite 100
 omaha, nebraska 68154-2028

ph 402-496-2498
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