



Nebr Doc Stamp Tax Date

RICHAND M TAKEGHI REGISTER OF DEEDS DOUGLAS COUNTY, NE

1

00 AUG 18 PM 3: 34

PREPARED BY: RECORDING INFORMATION ABOVE

215 N.MAIN ST	R/W #0016001NE
FREMONT, NE 68025 2097 402-727-5400	000
EASEMENT AGREEMENT	Utt
The undersigned Grantor(s) for and in consideration of <u>ONE</u>	
Dollars (\$1.00 ) and other	r good and valuable
consideration, the receipt whereof is hereby acknowledged, U S WEST Communications, Inc., a Colorado corporation, he	do hereby grant and convey unto reinafter referred to as "Grantee"
whose address is 700W.MINERALAVE.LITTLETON, Co	
licensees and agents a perpetual easement to construct, recoperate, maintain and remove such telecommunications faci	onstruct, modify, change, add to, lities, electrical facilities and gas
facilities, and appurtenances, from time to time, as Grantee n across the following described land situated in the County of of NEBRASKA, which the Grantor owns or in	nay require upon, over, under and f DOUGLAS , State which the Grantor has any interest.
to wit:  SEE EXHIBIT "A"  ATTACHED HERETO AND BY THE PART HEREOF.	IS REFERENCE MADE A
Grantor further conveys to Grantee the following incidental righ	ts:
(1) A temporary right-of-way to be used duri reconstruction, reinforcement, repair and removal upon a strip	of land feet wide on
feet wide on the side of, and a strip of land	feet wide on the side o
said easement,	
(2) The right of ingress and ogress over and across the lands of the above-described property and the right to clear an other obstructions as may be necessary for the Grantee's use and	id keep cleared all trees and
Grantee shall indemnify Grantor for all damage caused to one negligent exercise of the rights and privileges herein granted. Grantee for pre-exisiting environmental contamination or liabilities.	Grantor as a result of Grantee's rantee shall have no responsibility
Grantor reserves the right to occupy, use and cultivate said acconsistent with the rights herein granted.	easement for all purposes not
Frantor covenants that he/she/they is/are the fee simple own Grantor has any interest and will warrant and defend title to the la	er of said land or in which the and against all claims.
Grantor hereby covenants that no excavation, building, stronstructed, erected, built or permitted on said easement area grading or otherwise to the surface or subsurface of the eammediately adjacent to the easement area.	and no change will be made by
The rights, conditions and provisions of this easement shall inure upon the heirs executors, administrators, successors and assigns of	to the benefit of and be binding of the respective parties hereto.
MISC: USD	,

COMP

RECORDING	INFORMA	MOIT	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.

Grantor	-	SADDLEBROOK PROPERTIES, LLC (Official name of company or Corporation)
Grantor	•	By JOHN C. CZERWINSKI
Grantor	•	Its MANAGER [SEAL]
Grantor	•	Attest Secretary of Corporation
(Individual Acknowledgment)	· .	MANAGER (Gosporate Acknowledgment)
STATE OF	} } ss }	STATE OF NEBRASKA }  State of Nebraska }  COUNTY OF DOUGLAS }
The foregoing instrument vacknowledged before me this of 19, by		The foregoing instrument was acknowledged before me this <u>/6</u> day of <u>TUNE</u> , 2000, by <u>TOHN C CZERWINSE</u>
[SEAL]	<del>-</del>	of <u>SAPOLE BROOK PROPERTIES</u> n. LL C.  corporation, on behalf of the corporation.
Notary Public  My commission expires:		[SEAL]  GENERAL HOTARY-State of Hebraska LOUISE N. SCOLARO My Comm. Exp. Oct. 7, 2001  Society Public
R/W #0016001NE  Exchange OMAHNEFO  1/4 Section SE Section 35	County	My commission expires: DC+ 7, 200/  2BB317  DOUGLAS  Township 16N Range 11E

RO 01-0261 (1-96)

Page 3

## LEGAL DESCRIPTION

A permanent ecsement 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,

Beginning at the northeast corner of Outlet 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;

Thesas along a submit to the right (house a status of RDE DO feet and a long shorth possess block documents). right of way line of Saddiebrook Drive;

Thence clong a curve to the right (having a radius of 595.00 feet and a long chord bearing North 09'50'12" West for 51.52 feet) for an arc length of 61.55 feet along said west right of way line;

Thence South 80'43'08" West for 20.00 feet to the TRUE POINT OF BEGINNING;

Thence South 80'43'08" West for 30.00 feet;

Thence North 80'43'08" East for 10.00 feet;

Thence South 80'43'08" East for 30.00 feet;

Thence South 99'16'52" East for 10.00 feet to the Paint of Beginning.

Contains 300 square feet.

61 62 63 56 Point SE 1/4. Beginning 20.00' '880' 43' 08" W Sec. 35-T16N-RTIE 10,00 NO9'18 52"W 30.00 580'43'08 R=595.00 48 N09'50'12"W C=61.52' A=\$1.55' 49 51 100 point of Commenceme 60 151 96057\9657£126 Job Number 95057.11-070 May 10, 2000 Dwn.By\_cet

ynearson & associates, engineers

14710 west dodge road, suite omaha, nebraska 68164-2029 suite 100

**AULVOYOUS** planners

ph 402 488 2488 fax 402 488 2730