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GEORGE J. BUGLEWICZ REGISTER OF DEEDS DOUGLAS COURTY, RE

P O W # 10818

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R.O.W.#<u>19818</u> JO 42B5066 US WEST COMMUNICATIONS, INC. -EASEMENT-

The undersigned Grantor for and in consideration of \$\frac{Three Hundred and NO/100}{(\$300.00)}\$ and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto U S WEST Communications, Inc., a Colorado corporation, whose address is 910 North 43RD Avenue, Omaha, Nebraska, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications facilities, including electrical facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

A strip of land 10' wide parallel and adjacent to the northerly lot line of Lot 232, Block 0,

Candlewood Ac		•				m 1: 15	· \ \ \ L
part of the	SW 1/4		of section	18		_Township_15	1 100.00
Range 12E	_of the	6th	Principal Meridi	an, situate	in the Cou	nty of <u>Douglas</u>	<u>s</u>
State of NE							
("Easement Area"). Grantee shall have the right of ingress and egress over and across the lands							
of the Grantor to and from the Easement Area and shall have the right to clear and keep cleared							
all trees and other obstructions as may be necessary.							
Grantee may grant additional easements within the Easement Area to parties providing electrical							
facilities, gas pipelines and other utilities services, whether such other parties are related to or							
not related to G	rantee.				_		
Grantee shall be responsible for all damage caused to Grantor in its exercise of the right and							
privileges herein granted.							
Grantor reserves the right to occupy, use and cultivate said easement for all purposes not							
inconsistent with the rights herein granted. The rights, conditions and provisions of this easement shall inure to the benefit of and be binding							
The rights, con-	ditions and	l provisio	ns of this easement	t shall inure	to the ben	efit of and be	binding
on the heirs, executors, administrators, successors and assigns of the respective parties herein.							
Any claim, controversy or dispute arising out of this easement 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}.							
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Dated this	day of	i /VI U-	, 19 _.	7 - -			
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Grantor - Shade		ondom/nii	um 🗸	Grantor -		. 1	
Phase I, II	, III	1			1778	2 H ma	مس وشرار
					1330	J 11 111(705650
				Grantee	PCS0) R	***
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State of Nebra					JEL A		
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County of <u>Do</u>	uglas)	_			11460	000000	1/ 00:41
On this the 4TH day of NOVEMBER, 1994, before me, JAMES PREDRAG S. KOPUN,							
the undersigned officer, personally appeared <u>JAMES</u> J. FUXA							
known to me or satisfactorily proven to be the person(s) whose name(s)							
subscribed to the within instrument and acknowledged that HE executed the							
same for the pu	irpose ther	ein conta	ined.				
In witness whereof, I hereunto set my hand and official seal.							
(X) UM							
A CENCOLA NOTABLY State of Mehracka Notary Public							
A GENERAL NOTARY-State of Nebraska Notary Public							
		PREDRAG	GS.KOPUN [,		•
	- FLE	My Comm. E	xp. Oct. 31, 1997				•

KRROR HAS BEEN FOUND INASMUCH AS:

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