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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
5/12/2008 12:06:47.80



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PAGE DOWN FOR BALANCE OF INSTRUMENT

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Check Number
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AFTER RECORDING, RETURN TO:

AT&T
RIGHT OF WAY DEPT.
3001 Cobb Parkway, Room 162
Atlanta, GA 30339

ROUTE: Offutt-North Bend A Cable
SURVEY STA. _____ TO _____
MARKER 205 TO 207
REP. TRACT NO. _____
DRAFT NO. _____

GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned (hereinafter called "Grantor") hereby grants to AT&T Corp., a New York corporation, its affiliated companies, and its and their successors, assignees, lessees, licensees and agents (hereinafter collectively called "Grantee") a permanent right-of-way and easement to install, construct, reconstruct, operate, maintain (to include aerial patrol), alter, replace, relocate, abandon and remove such communications systems as Grantee may from time to time require consisting of cables and wires, waveguides, surface testing terminals, conduits, manholes, markers, regeneration huts and other appurtenances upon, over, across and under a sixteen and one-half (16 ½) feet wide strip of land owned by Grantor in Douglas County, State of Nebraska. The location and course of said right-of-way and easement are more particularly described on attached Exhibit A. The cable shall have its location indicated upon surface markers set at intervals on the land of Grantor or on adjacent lands.

Grantor further conveys to Grantee the following incidental rights and powers:

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

(2) Ingress and egress, including the use, improvement, repair and construction of private roads, upon and across the lands of Grantor to and from said temporary and permanent rights-of-way and easements for the purpose of exercising the aforesaid rights.

(3) To clear and keep clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of said permanent right-of-way and easement and, during construction periods only, the surface and subsurface of said temporary right-of-way and easement.

(4) To place wood or timber cleared from said property of Grantor on said right-of-way and easement.

(5) To install locking gates in any fence crossing said permanent and temporary rights-of-way and easements.

Grantor hereby covenants that no excavation, building, structure or other obstruction will be constructed, erected, built or permitted on said permanent right-of-way and easement and no change will be made by grading, paving, laying asphalt or otherwise to the surface or subsurface of said permanent right-of-way and easement and of the ground immediately adjacent to said permanent right-of-way and easement.

Grantor shall have the right to use and enjoy the land occupied by the said permanent and temporary rights-of-way and easements except when such use shall interfere with the rights herein granted Grantee. Grantor shall not have the right to change the locations or dimensions of said permanent and temporary rights-of-way and easements without Grantee's prior written consent.

Grantee shall be responsible to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems and shall restore the lands of Grantor to a condition as good as existed prior to Grantee's work, reasonable wear and tear and damage by the elements excepted.

Grantor covenants that Grantor is the fee simple owner of said land and will warrant and defend title to the premises against all claims.

NOTWITHSTANDING ANY PROVISION OF THIS GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

The covenants, rights, terms, conditions, and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument this 2 day of November, 2007.

WITNESSED BY:

Bruce Matthew Manning
Mr. Michael Abbey

WITNESSED BY:

Guin J. Ortega

GRANTOR:

MOUNT MICHAEL FOUNDATION

By: Michael Liebl (SEAL)
Rt. Rev. Abbot Michael Liebl
Its: President (SEAL)

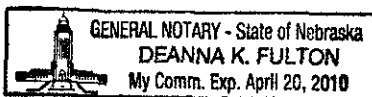
AT&T CORP.

By: RJR
Name: R. J. ROYNER
Title: DIR NETWORKS

Corporate Acknowledgment

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS:

On this 2 day of NOVEMBER, 2007 before me, the subscriber, personally appeared Rt. Rev. Abbot Michael to me known, who, being by me duly sworn, did depose and say that he is the President of Mount Michael Foundation, the corporation described in, and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors.



Deanna K. Fulton
Notary Public

Partnership Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

On this ____ day of _____, 20__ before me personally came _____, to me known and known to me to be a partner of _____, the partnership described in, and which executed the foregoing instrument, and said _____ acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

Notary Public

Individual(s) Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

On this ____ day of _____, 20__, before me personally appeared to me _____ who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

Notary Public

ACKNOWLEDGMENT

STATE OF GEORGIA)
COUNTY OF COBB) SS:

On this 1st day of October, 2007, before me,
personally appeared RANDALL POYNER to me known, who, being by me duly
sworn, did depose and say that ~~(s)~~he is the DIR. NETWORK ENG of AT&T Corp., the
corporation described in, and which executed the foregoing instrument, and that ~~(s)~~he
signed ~~her~~/his name thereto by authority of the Board of Directors.


Notary Public

PATRICIA A. BRYANT
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
MY COMM. EXPIRES OCT. 14, 2010

**NOTARIAL SEAL
REGISTER OF DEEDS**

LEGAL DESCRIPTION

A 16.50 FOOT WIDE STRIP OF LAND LYING WITHIN PART OF THE NW1/4 OF THE SW1/4 AND PART OF THE NE1/4 OF THE SW1/4 OF SECTION 26, T16N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF THE NW1/4 OF SAID SW1/4;

THENCE S87°33'39"W (ASSUMED BEARING) 623.29 FEET ON THE NORTH LINE OF NW1/4 OF SAID SW1/4 TO THE POINT OF BEGINNING;

THENCE CONTINUING S87°33'39"W 16.53 FEET ON THE NORTH LINE OF THE NW1/4 OF SAID SW1/4;

THENCE S00°48'19"W 16.35 FEET;

THENCE S30°03'23"W 13.34 FEET;

THENCE S02°43'50"E 38.93 FEET;

THENCE N87°33'39"E 647.70 FEET ON A LINE 66.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NW1/4 OF SAID SW1/4 TO THE EAST LINE THEREOF;

THENCE N87°34'55"E 268.45 FEET ON A LINE 66.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NE1/4 OF SAID SW1/4;

THENCE S00°40'36"E 245.37 FEET;

THENCE S83°40'29"E 16.62 FEET;

THENCE N00°40'36"W 264.40 FEET;

THENCE S87°34'55"W 285.46 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NE1/4 OF SAID SW1/4 TO THE WEST LINE THEREOF;

THENCE S87°33'39"W 631.28 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NW1/4 OF SAID SW1/4;

THENCE N02°43'50"W 17.66 FEET;

THENCE N30°03'23"E 12.79 FEET;

THENCE N00°48'19"E 21.59 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

SHEET 2 OF 2