

2017-07047

03/31/2017 9:28:29 AM

Clay J. Dowling

REGISTER OF DEEDS

COUNTER	<u>ah</u>	CE	<u>ah</u>
VERIFY	<u>ah</u>	DE	<u>ah</u>
PROOF			
FEES \$	<u>34.00</u>		
CHECK #			
CHG	<u>TD</u>	CASH	
REFUND		CREDIT	
SHORT		NCR	



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 16.50 feet wide strip of land owned by Grantor in Sarpy County, Nebraska. The location and course of said right-of-way and easement are more particularly described on attached Exhibit A. The outer boundary of said 16 50 foot strip shall be a line parallel to and 8.25 feet from the first cable laid. 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 10 feet wide on the north and west sides of 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.

RLD

RETURN TO:
THOMPSON, DRESSEN & DORNER, INC.
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154

TDDII

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.

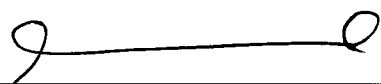
Grantor covenants that Grantor is the fee simple owner of said land and will warrant and defend title to the premises against all claims.

Notwithstanding any provision of this Grant of Communications 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 22nd day of March, 2017.

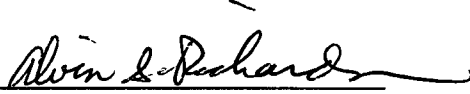
GRANTOR:
HARRISON I-80, LLC, A NEBRASKA
LIMITED LIABILITY COMPANY

BY 
SALVADORE CARTA, MEMBER

WITNESSED BY:


Sandra Braxton

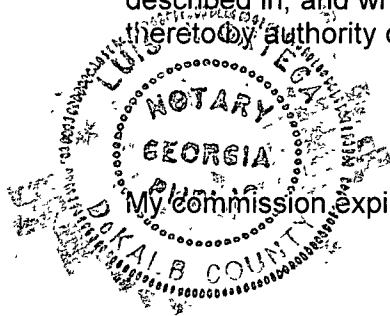
AT&T CORP.

By: 
Name: Alvin S. Richardson
Title: Senior Technical Project Mgr

AT&T ACKNOWLEDGEMENT

STATE OF GEORGIA)
) ss
COUNTY OF DEKALB)

On this 28th day of March, 2017, before me, personally appeared Alvin S. Richardson to me known, who, being by me duly sworn, did depose and say that he a Senior Technical Project Manager of AT&T Corp., the corporation described in, and which executed the foregoing instrument, and that he signed his name thereto by authority of the Board of Directors.



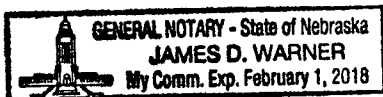
My commission expires: 4-20-2019

Luis Ortega
Notary Public

ACKNOWLEDGEMENT OF NOTARY

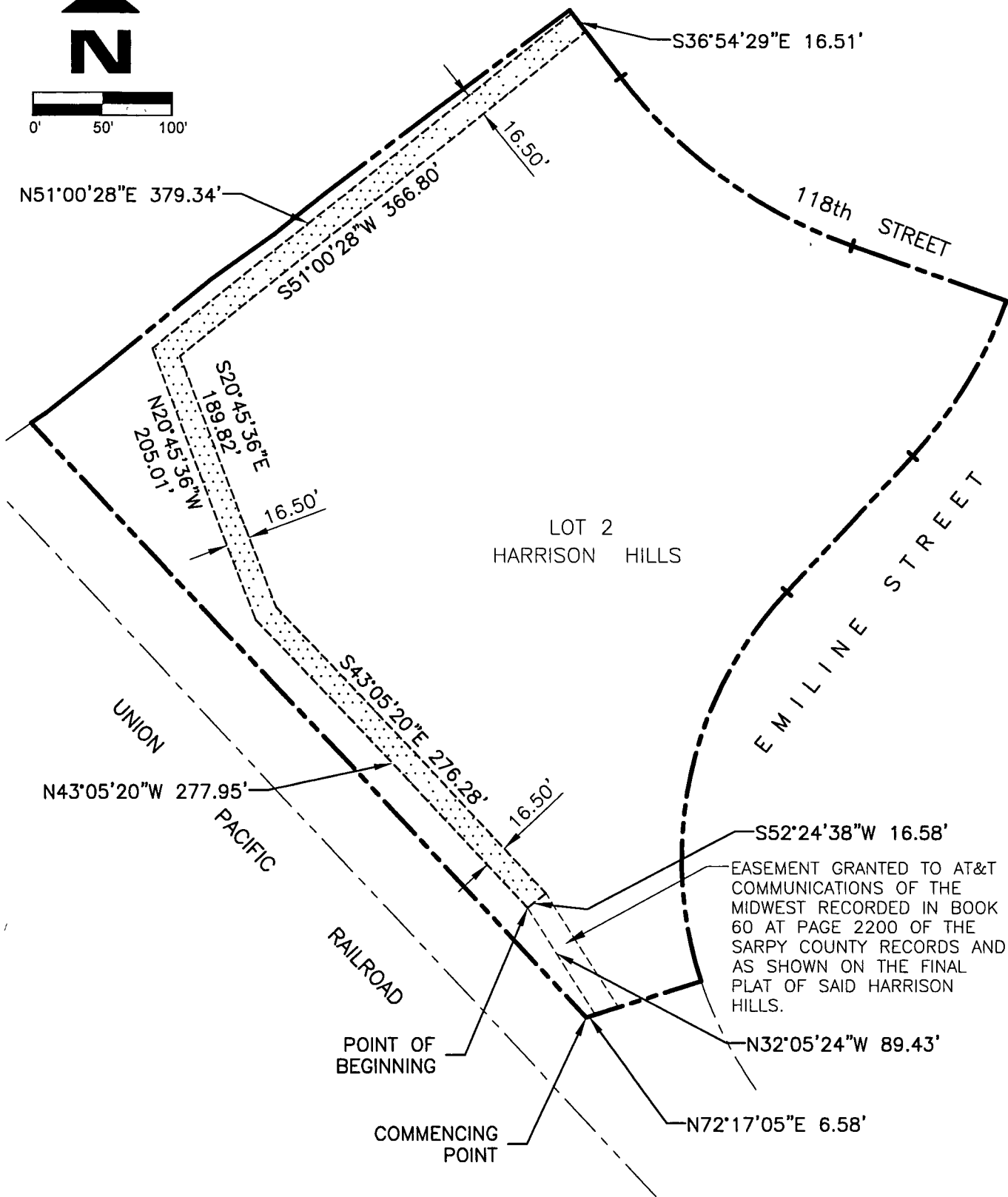
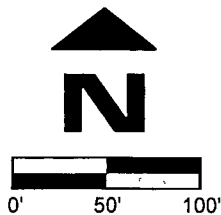
State of Nebraska)
) ss
County of Douglas)

The foregoing document was acknowledged before me this 22nd day of March, 2017, By Salvadore Carta, Member, of Harrison I-80, LLC, a Nebraska Limited Liability Company, on behalf of said company.



James Warner
Notary Public

C



LEGAL DESCRIPTION – EASEMENT TO BE GRANTED

THAT PART OF LOT 2, HARRISON HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF SAID LOT 2;

THENCE N72°17'05"E (ASSUMED BEARING) 6.58 FEET ON THE SOUTH LINE OF SAID LOT 2 TO THE WESTERLY LINE OF A 16.50 FOOT WIDE EASEMENT GRANTED TO AT&T COMMUNICATIONS OF THE MIDWEST RECORDED IN BOOK 60 AT PAGE 2200 OF THE SARPY COUNTY RECORDS AND AS SHOWN ON THE FINAL PLAT OF SAID HARRISON HILLS RECORDED AS INSTRUMENT NO. 2000-08529;

THENCE N32°05'24"W 89.43 FEET ON THE WESTERLY LINE OF SAID AT&T EASEMENT TO THE POINT OF BEGINNING;

THENCE N43°05'20"W 277.95 FEET;

THENCE N20°45'36"W 205.01 FEET;

THENCE N51°00'28"E 379.34 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2;

THENCE S36°54'29"E 16.51 FET ON THE NORTHEASTERLY LINE OF SAID LOT 2;

THENCE S51°00'28"W 366.80 FEET; THENCE S20°45'36"E 189.82 FEET;

THENCE S43°05'20"E 276.28 FEET TO THE EASTERLY LINE OF SAID AT&T EASEMENT

THENCE S52°24'38"W 16.58 FEET TO THE POINT OF BEGINNING.



Job Number. 2019-163-EX2
thompson, dreessen & dorner, inc
10836 Old Mill Rd
Omaha, NE 68154
p.402 330 8860 f.402.330 5866
td2co.com

Date FEBRUARY 27, 2017
Drawn By: RJR
Reviewed By JDW
Revision Date

EXHIBIT " A "

SHEET 2 OF 2

Book
Page