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4139 8-14-12
 FEE 15.00 R FB 01-6000
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 LEGAL PG SCAN ✓ FV ✓

AFTER RECORDING MAIL TO:

AT&T CORP.
RIGHT OF WAY DEPT.
1200 PEACHTREE STREET, N.E. PA165
ATLANTA, GEORGIA 30309

ROUTE: OMAHA - LINCOLN
SURVEY STA. S7+171 TO 61+356
MARKER: 4 1/4 TO 7A
REP. TRACT NO.: NE 10 052 000
DRAFT NO.: 18123

GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY EASEMENT

In consideration of the sum of Ten Dollars and 00/100 cents Dollar (s), (\$ 10.00), in hand paid, receipt whereof is hereby acknowledged, the undersigned (hereinafter called "Grantor") hereby grants to AT&T Corp., a New York Corporation, its associated and allied companies, its and their successors, assignees, lessees and agents (hereinafter collectively called "Grantee") a permanent right-of-way and easement to construct, reconstruct, operate, maintain (to include aerial patrol), alter, replace and remove such communications systems as the Grantee may from time to time require, consisting of underground cables and wires, waveguides, surface testing terminals, conduits, manholes, markers, regeneration huts and other appurtenances upon, across and under a strip of land Sixteen and one half (16½) feet wide, the location of which is in the SE ¼ of NW ¼ and SW ¼, Section 8, T14N, R12E County of Douglas, State of Nebraska, and described as follows:

Southeast quarter (SE ¼) of the Northwest quarter (NW ¼) and the Southwest quarter (SW ¼) all lying east of Interstate 80 in Section Eight (8), Township Fourteen (14) North, Range Twelve (12) East at the 6th Principal Meridian.

NE }
SE } SW
SW }

The Northwesterly boundary of said Sixteen and one half foot strip shall be a line parallel to and 13½ feet Northwesterly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the Grantor or on adjacent lands.

The Grantor further conveys to the 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 20 feet wide on the East side of, a strip of land 20 feet wide on the West side of said permanent right-of-way and easement.
- (2) Ingress and egress upon and across the lands of the Grantor to and from said temporary and permanent right-of-way and easement 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 the Grantor on said right-of-way and easement.

(5) To instyall locking gates in any fence crossing said permanent and temporary right-of-way and easement.

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

The Grantor shall have the right to use and enjoy the land occupied by the said permanent and temporary right-of-way and easement except when such use shall interfere with the rights herein granted the Grantee.

The Grantee agrees to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

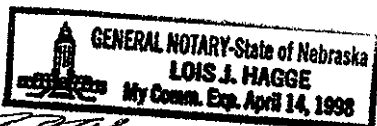
The Grantor convenants that he/she/they is/are the fee simple owner of said land and will warrant and defend title to the premises against all claims.

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

Signed, sealed and witnessed this 9th day of April 19 97 at Douglas, Co

WITNESS:

Lois J. Hagge



NOTARIAL SEAL AFFIXED REGISTER OF DEEDS

Michael J. Hagge (SEAL)
Michael J. Hagge
Mary E. Hagge (SEAL)
Mary E. Hagge

(SEAL)

GRANTEE:

AT&T CORP.
1200 Peachtree Street, N.E.
PA 165
Atlanta, GA 30309
404-810-4491

GRANTOR:

Michael J. and Mary E. Hagge (NAME)

(ADDRESS)

(CITY)

(STATE)

(PHONE)

(FIN/SSN)