

2000-33458A

AFTER RECORDING RETURN TO:

AT&T
RIGHT OF WAY DEPT.
1200 PEACHTREE ST., ROOM PA-174
ATLANTA, GA 30309

ROUTE: Omaha to Lincoln FT "A" Cable
SURVEY STA. 0+00 TO 22+18
MARKER 6 TO 11
REP. TRACT NO. _____
DRAFT NO. _____

GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT

In consideration of the sum of One Dollars (\$1.00), 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, 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 and remove such underground 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 strip of land sixteen feet six inches (16.5) feet wide, the location of which is in the County of Sarpy, State of Nebraska, and described as follows:

See Attached Exhibit "A" which is part of this easement and recorded as such.

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 West side of said permanent right-of-way and easement.
- (2) Ingress and egress 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 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.

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

as long as the minimum depth above any underground communication system remains greater than

alter
granted Grantee. Notwithstanding the foregoing, Grantor reserves the right to (i) ~~increase the grade of the easement area, not to exceed a total of one foot (12 inches) over the present depth of~~ forty eight inches without the prior written consent of Grantee, (ii) pave (including the repair and replacement thereof) the Easement area with concrete or asphalt and install, maintain and replace curbs, gutters, and sidewalks, and (iii) install, maintain and replace landscaping, with the exception of trees, within the easement area. ~~and fencing~~

Grantee agrees to pay for damage to fences, surface improvements permitted herein, landscaping, except for trees, and growing crops arising from the construction and maintenance of the aforesaid systems.

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

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.

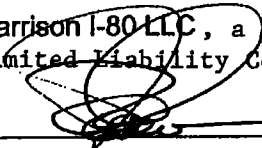
Signed, sealed and witnessed this 11th day of October, 2000.

WITNESS:

Sonja M. Buzina

GRANTOR:

Harrison I-80 LLC, a Nebraska Limited Liability Company

By: 
Title: Manager

GRANTEE:

AT&T CORP.
1200 Peachtree St., NE
PA176
Atlanta, GA 30309
404-810-4424

Corporate Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

On this ____ day of _____, 20__, before me, the subscriber, personally appeared _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____, that he is the _____ of _____ the corporation described in, and which executed the within instrument, and that he signed his name thereto by order of the Board of Directors.

Notary Public

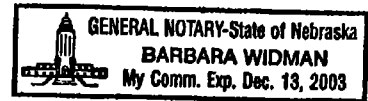
Limited Liability Company
~~Partnership Acknowledgment~~

STATE OF Nebraska)
COUNTY OF Douglas) SS:

On this 11th day of October, 2000 before me personally came Jay R. Lerner, to me known and known to me to be a Member partner of Harrison I-80 LLC, the ~~partnership~~ Member Limited Liability Company described in, and which executed the following instrument, and said Jay R. Lerner acknowledged that he executed the foregoing instrument for and on behalf of said ~~partnership~~ Limited Liability Company.

Barbara Widman

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

2000-33458D

EXHIBIT "A"

LEGAL DESCRIPTION

A permanent easement 16.50 feet in width for the construction and maintenance of underground communications cables over that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, the centerline of which is described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Northwest Quarter of Section 17;

Thence North 87°33'33" (assumed bearings) East for 441.78 feet along the north line of said Northwest Quarter of the Northwest Quarter of Section 17;

Thence South 02°26'43" East for 155.56 feet to the intersection of the north right of way line of Harry Anderson Avenue and the south right of way line of Harrison Street;

Thence North 85°03'24" East for 85.31 feet along said north right of way line of Harry Anderson Avenue to an angle point therein;

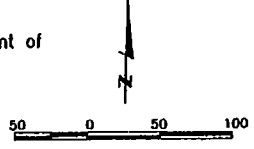
Thence South 80°35'37" East for 133.82 feet along said north right of way line of Harry Anderson Avenue to an angle point therein;

Thence South 58°36'24" East for 71.05 feet along said north right of way line of Harry Anderson Avenue to the centerline of said easement;

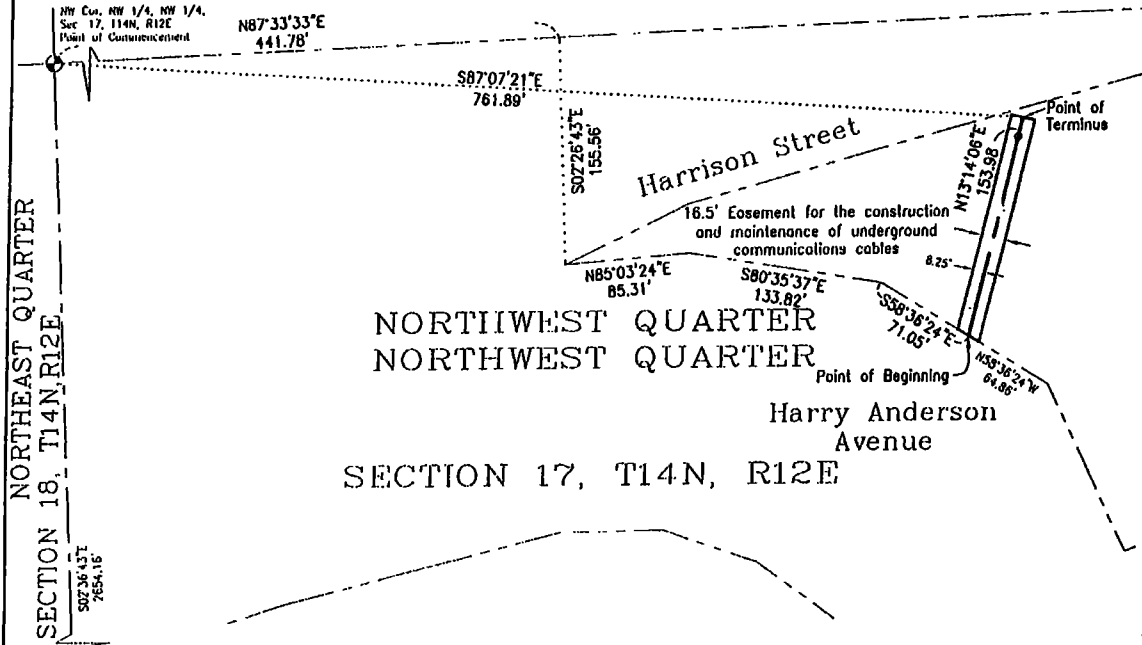
Thence North 13°14'06" East for 153.98 feet along said centerline to the Point of Terminus.

Said point falling South 87°07'21" East for 761.89 feet from the Point of Commencement.

Contains 0.06 acres.



SOUTHWEST QUARTER
SECTION 8, T14N, R12E



NORTHWEST QUARTER
NORTHWEST QUARTER

SECTION 17, T14N, R12E

NORTHEAST QUARTER
SECTION 18, T14N, R12E

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