

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000-33459

2000 DE 19 PM 4:21

Lloyd J. Dowding
REGISTER OF DEEDS

Counter ka
Verify
D.E.
Proof
Fee \$ 25.50
Ck Cash Chg
16560



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

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 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

The South boundary of said 16.5' strip shall be a line parallel to and 5 feet South of the first cable laid, which 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 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.

2000-33459B

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.

Grantee agrees to pay for damage to fences 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 2nd day of October, 2000.

WITNESS:

[Signature]

GRANTOR:

Ada B M Dermott, President (SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)

GRANTEE:

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

2000-33459 C

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

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 following instrument, and said _____ acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

Notary Public

Individual(s) Acknowledgment

STATE OF Nebraska)
COUNTY OF Douglas) SS:

On this 2 day of October, 2000 before me personally appeared to me Ada B. McDermott who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

Donna R. Preul
Notary Public



2000-33459D

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., Sorpy 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;

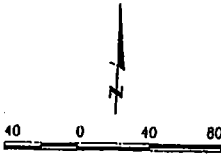
Thence South 02°36'43" East (assumed bearings) for 626.04 feet along the west line of said Northwest Quarter of the Northwest Quarter of Section 17 to the southwest right of way line of the Union Pacific Railroad;

Thence South 42°57'55" East for 484.97 feet along said southwest right of way line to the centerline of said easement and the TRUE POINT OF BEGINNING;

Thence South 40°27'07" West for 183.09 feet along said centerline to the east right of way-line-of-120th-Street-and-the-Point-of-Terminus, said point falling South 12°06'45" East for 1145.09 feet from the Point of Commencement.

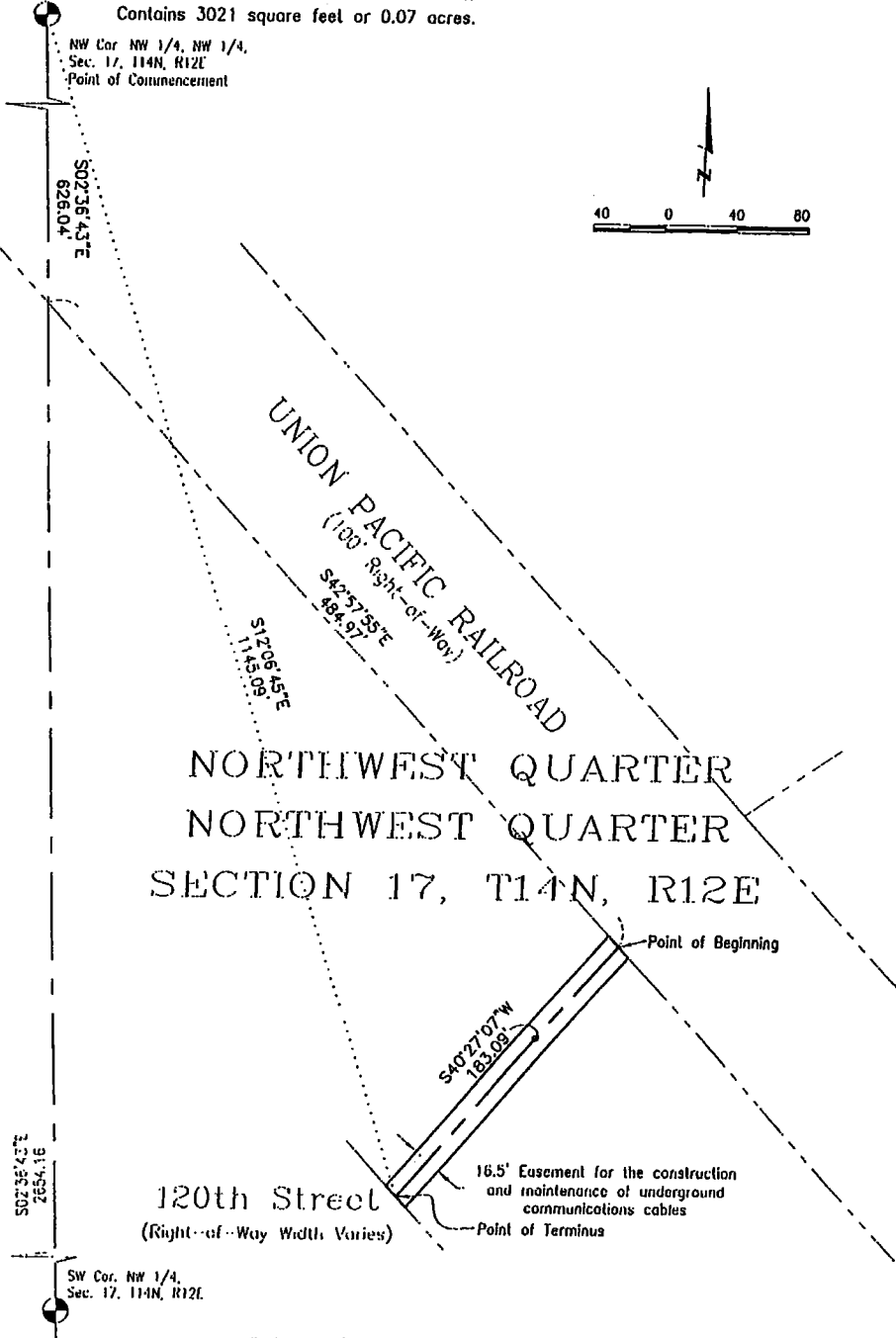
Contains 3021 square feet or 0.07 acres.

NW Cor. NW 1/4, NW 1/4,
Sec. 17, T14N, R12E
Point of Commencement



NORTHEAST QUARTER
SECTION 18, T14N, R12E

UNION PACIFIC RAILROAD
(100' Right-of-Way)
NORTHWEST QUARTER
NORTHWEST QUARTER
SECTION 17, T14N, R12E



Book _____ Page _____ Date September 12, 2000 Dwn By JHVD Job Number 00035.00 \ 502

lamp, rynearson & associates, inc.
engineers surveyors planners
14710 west dodge road, suite 100
omaha, nebraska 68154 2029
ph 402 496 2498
fax 402 496 2730