

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000-33457

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Lloyd J. Dowding
REGISTER OF DEEDS

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Proof 5
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FOR RECORDING
INFORMATION.**

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NEXT PAGE.**

LLOYD J. DOWDING

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

2000-33457A

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
- 2 -

granted Grantee. Notwithstanding the foregoing, Grantor reserves the right to (i) ^{alter} ~~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:

Sanja M. Bezina

GRANTOR:

Harrison LLC, a Nebraska
Limited Liability Company

By: [Signature]
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

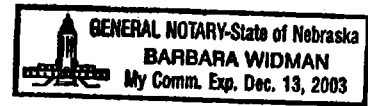
Limited Liability Company
~~Partnership Acknowledgment~~

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~~ described in, and Limited which executed the following instrument, and said Jay R. Lerner Liability acknowledged that he executed the foregoing instrument for and on behalf of Company 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

2000-33457D

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:

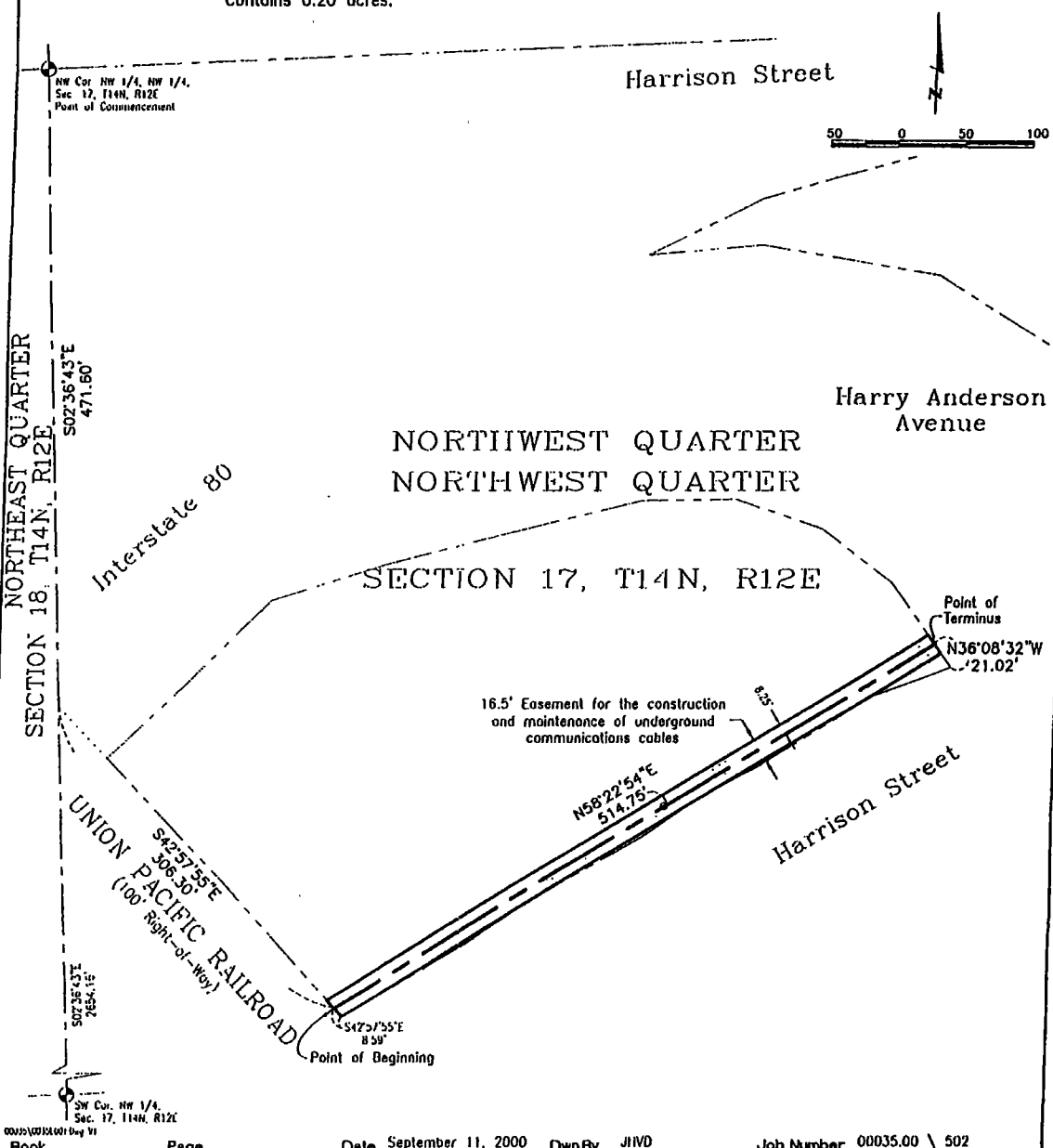
Commencing at the northwest corner of said Northwest Quarter of the Northwest Quarter of Section 17;

Thence South 02°36'43" East (assumed bearings) for 471.60 feet along the west line of said Northwest Quarter of the Northwest Quarter of Section 17 to the northeast right of way line of the Union Pacific Railroad;

Thence South 42°57'55" East for 306.30 feet along said northeast right of way line to the centerline of said easement and the TRUE POINT OF BEGINNING said point falling 8.59 feet northwest of the intersection of the northeast right of way line of the Union Pacific Railroad and the west right of way line of Harrison Street;

Thence North 58°22'54" East for 514.75 feet along said centerline of easement to the west right of way line of Harry Anderson Avenue and the Point of Terminus said point falling North 36°08'32" West for 21.02 feet from the intersection of the west right of way line of Harry Anderson Avenue and west right of way line of Harrison Street.

Contains 0.20 acres.



Book _____ Page _____ Date September 11, 2000 Dwn By JIVD Job Number 00035.00 \ 502

lamp, ryneason & associates, inc.
 engineers surveyors planners

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 omaha, nebraska 68154 2029

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