

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-63303

2003 OCT 29 A 11:34 AM

Lloyd J. Dowding
REGISTER OF DEEDS

COUNTER a C.E. 8
VERIFY LM D.E. X
PROOF SD
FEES \$ 25.50
CHECK# 4458
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

Stamped copy



**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

A

RR

AFTER RECORDING RETURN TO:
AT&T
RIGHT OF WAY DEPT.
1200 PEACHTREE ST., RM. 2046
ATLANTA, GA 30309

ROUTE: Offutt - North Bend A Cable
SURVEY STA. _____ TO _____
MARKER 116 TO 117
REP. TRACT NO. _____
DRAFT NO. _____

In consideration of the sum of Ten Dollars (\$10.00), 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 nonexclusive 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 and one-half (16 1/2) feet wide, the location of which is in Section 33, Township 14 North, Range 11 East of the County of Sarpy, State of Nebraska, and described as follows:

A permanent easement sixteen and one half foot (16.5') in width granted to AT&T Corp. for the construction and maintenance of underground communication and transmission lines and related facilities over that part of the Northeast Quarter of Section 33, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, the centerline of which is described as follows:

Commencing at the northwest corner of the Northeast Quarter of Section 33;
Thence South 02°56'50" East (assumed bearings) for 589.63 feet along the west line of said northeast Quarter of Section 33 to the west end of the centerline of an existing sixteen and one-half foot (16.5) foot easement as recorded in the Sarpy County Records office in Book 28 at page 643 and the TRUE POINT OF BEGINNING;

Thence south and east along the relocated centerline for the next eleven courses:

- (1) Thence South 78°37'50" East for 235.06 feet along said centerline;
- (2) Thence North 62°20'02" East for 55.06 feet;
- (3) Thence along a curve to the right (having a radius of 279.25 feet and a long chord bearing North 78°58'32" East for 81.29 feet) for an arc length of 81.58 feet;
- (4) Thence North 87°20'40" East for 165.65 feet;
- (5) Thence South 02°39'20" East for 507.74 feet;
- (6) Thence along a curve to the left (having a radius of 120.75 feet and a long chord bearing South 27°41'56" East for 102.23 feet) for an arc length of 105.56 feet;
- (7) Thence South 52°44'31" East for 1416.84 feet;
- (8) Thence along a curve to the left (having a radius of 420.75 feet and a long chord bearing South 72°41'58" East for 287.22 feet) for an arc length of 293.11 feet;
- (9) Thence North 87°20'36" East for 687.72 feet;
- (10) Thence North 02°56'04" West for 298.42 feet parallel with and 41.75 feet west of the east line of said Northeast Quarter of Section 33;
- (11) Thence North 87°03'56" East for 41.75 feet to the east end of the said existing easement and the east line of the Northeast Quarter of Section 33 and the Point of Terminus;

Said Point falls North 02°56'03" West for 727.87 feet from the southeast corner of Northeast Quarter of Section 33.

Contains 1.473 acres.

See Exhibit "A" attached to be made a part of this easement and recorded with same.

Grantor further conveys to Grantee the following incidental rights and powers:

- (1) A temporary ten foot (10') construction easement lying outside and abutting both sides of the initial course of the above described permanent easement and a temporary fifteen foot (15') construction easement lying outside and abutting the remaining courses of the above described permanent easement to be used during all periods of construction, reconstruction, repair and removal.

B

(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 granted Grantee.

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

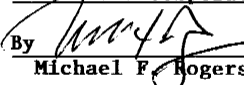
Grantor covenants that Grantor is the fee simple owner of said land and will warrant and defend title to the premises against all claims.

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 27th day of October, 2003.

WITNESS:

GRANTOR:

ROGERS DEVELOPMENT, INC.
a Nebraska corporation (SEAL)
By  (SEAL)
Michael F. Rogers, President

_____ (SEAL)

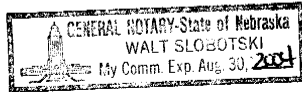
GRANTEE:

AT&T CORP.
1200 Peachtree St., NE
Room 2046
Atlanta, GA 30309
404-810-4490

Corporate Acknowledgment

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS:

On this 27th day of October, 2003, before me, the subscriber, personally appeared Michael F. Rogers, to me known, who, being by me duly sworn, did depose and say that he resides in Omaha, Nebraska, that he is the President of ROGERS DEVELOPMENT, INC., the corporation described in, and which executed the within instrument, and that he signed his name thereto by order of the Board of Directors.



Walt Slobotski
Notary Public

Partnership Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

On this ___ day of _____, 2003, 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 _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2003, 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

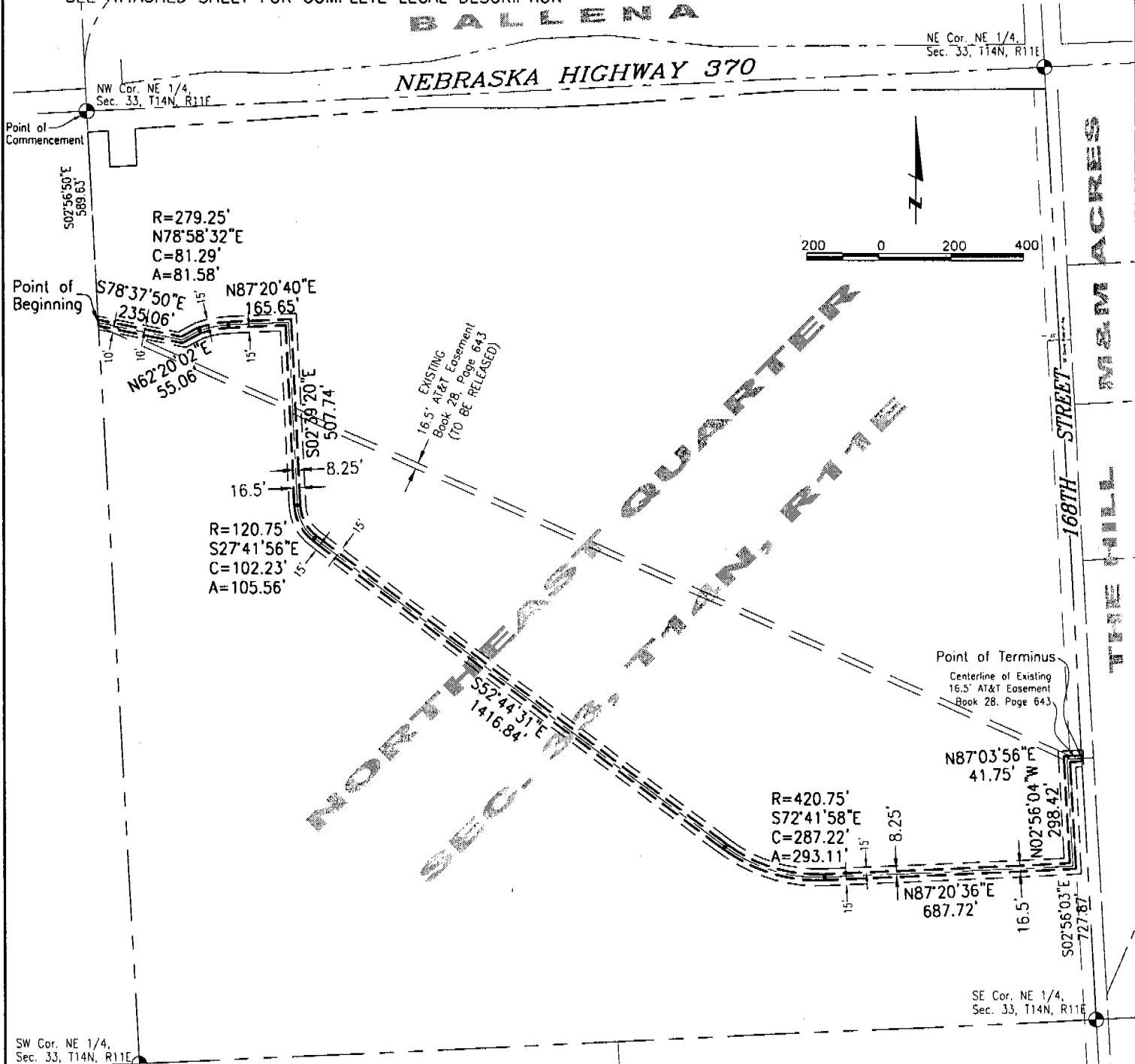
2003-63303 D

EXHIBIT A

LEGAL DESCRIPTION

A permanent easement sixteen and one half foot (16.5') in width granted to AT&T CORP. for the construction and maintenance of underground communication and transmission lines and related facilities over that part of the Northeast Quarter of Section 33, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, the centerline of which is described as follows:
 SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION

B A L L E N A



02084\DWG\EASEMENT\dwg\0284E002.dwg

Book 02084 Page _____ Date Sept. 29, 2003 Dwn.By JHVD Job Number 02084.01 / 016

Lamp, Rynearson & Associates, Inc.
 14710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027

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