

204-42934

George G. Downing

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 CHECK# 322319
 CHG _____ CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

**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.
3001 Cobb Parkway NW, Rm. 162-20
ATLANTA, GA 30339

ROUTE: Offutt -- North Bend
SURVEY STA. _____ TO _____
MARKER 136 TO 139
REP. TRACT NO. _____
DRAFT NO. _____

GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT

In consideration of the sum of Ten and 00/100 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 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 One Rod (16 1/2 feet) wide, the location of which is in Section 18, T14N, and R11E in the County of Sarpy, State of Nebraska, and described as follows:

See Attached Exhibit "A" for Legal Description and Drawing which is hereby made a part of this Easement and shall be recorded with it.

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 12 1/2 feet wide on each 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; provided, however, nothing

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contained herein shall be deemed to prohibit Grantor from grading over, above and under the easement area to develop the land prior to Grantee installing any communication lines or facilities. Grantor shall have the right to cross the Easement with streets, walkways and utilities that are necessary to develop the land.

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.

NOTWITHSTANDING ANY PROVISION OF THIS RIGHT-OF-WAY AND EASEMENT TO THE CONTRARY, IN NO EVENT SHALL GRANTEE BE LIABLE TO GRANTOR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

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 8th day of November, 2004.

WITNESS:

GRANTOR:

BELLBROOK DEVELOPMENT, LLC, a
Nebraska limited liability company,

John J. McDonald

By: Barbara Udes Shaw
Barbara Udes Shaw, Manager

GRANTEE:

C

AT&T CORP.
3001 Cobb Parkway NW
Room 162-20
Atlanta, GA 30309
404-810-4490

D

Limited Liability Company Acknowledgment

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS:

The foregoing instrument was acknowledged before me on this 8 day
of November, 2004 by Barbara Udes Shaw, Manager of Bellbrook
Development, LLC, Grantor.


Notary Public



AT&T EASEMENT

SHEET 1 OF 2

BELLBROOK PARCEL

PART OF THE WEST HALF OF THE NORTHEAST QUARTER, SECTION 18, T14N, R11E, SARPY COUNTY, NEBRASKA.

LEGAL DESCRIPTION:

A STRIP OF LAND 16.5 FEET IN WIDTH (ONE ROD), SITUATE IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, SAID STRIP BEING ALL THAT LAND LYING BETWEEN LINES PARALLEL WITH AND/OR CONCENTRIC WITH AND 8.25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND SAID CENTERLINE PROLONGED:

COMMENCING AT THE CENTER OF SAID SECTION 18; THENCE ALONG THE SOUTHERLY LINE OF SAID WEST HALF, NORTH 86 DEGREES 54 MINUTES 58 SECONDS EAST, 326.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 31 DEGREES 03 MINUTES 30 SECONDS WEST, 186.59 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY TO WHICH POINT A RADIAL LINE BEARS SOUTH 44 DEGREES 11 MINUTES 13 SECONDS EAST, 245.75 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58 DEGREES 15 MINUTES 53 SECONDS, 249.91 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 154.25 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 68 DEGREES 40 MINUTES 37 SECONDS, 184.89 FEET; THENCE NORTH 35 DEGREES 34 MINUTES 17 SECONDS WEST, 135.33 FEET; THENCE NORTH 27 DEGREES 44 MINUTES 45 SECONDS WEST, 249.18 FEET; THENCE NORTH 03 DEGREES 28 MINUTES 20 SECONDS WEST, 54.80 FEET; THENCE NORTH 24 DEGREES 03 MINUTES 30 SECONDS WEST, 278.88 FEET; THENCE NORTH 30 DEGREES 12 MINUTES 51 SECONDS EAST, 690.59 FEET; THENCE NORTH 38 DEGREES 43 MINUTES 42 SECONDS EAST, 100.05 FEET; THENCE NORTH 02 DEGREES 56 MINUTES 30 SECONDS EAST, 151.74 FEET; THENCE NORTH 31 DEGREES 41 MINUTES 08 SECONDS WEST, 241.04 FEET; THENCE NORTH 35 DEGREES 06 MINUTES 29 SECONDS WEST, 277.23 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 02 SECONDS WEST, 136.75 FEET; THENCE SOUTH 86 DEGREES 52 MINUTES 33 SECONDS WEST, 289.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID NORTHEAST QUARTER AND THE TERMINUS OF SAID STRIP, SAID POINT BEARS SOUTH 02 DEGREES 19 MINUTES 56 SECONDS EAST, 53.61 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER.

TOGETHER WITH A CONSTRUCTION AND MAINTANCE EASEMENT BEING 12.5 FEET WIDE ON EACH SIDE OF THE ABOVE DESCRIBED 16.5 FOOT WIDE STRIP (BETWEEN 8.25 FEET AND 20.75 FEET ON EACH SIDE FROM THE CENTERLINE) FOR A TOTAL WIDTH OF 41.5 FEET.

LAND SURVEYOR'S CERTIFICATE:

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Signature

Date: 11/04/04

Reg. No. 421

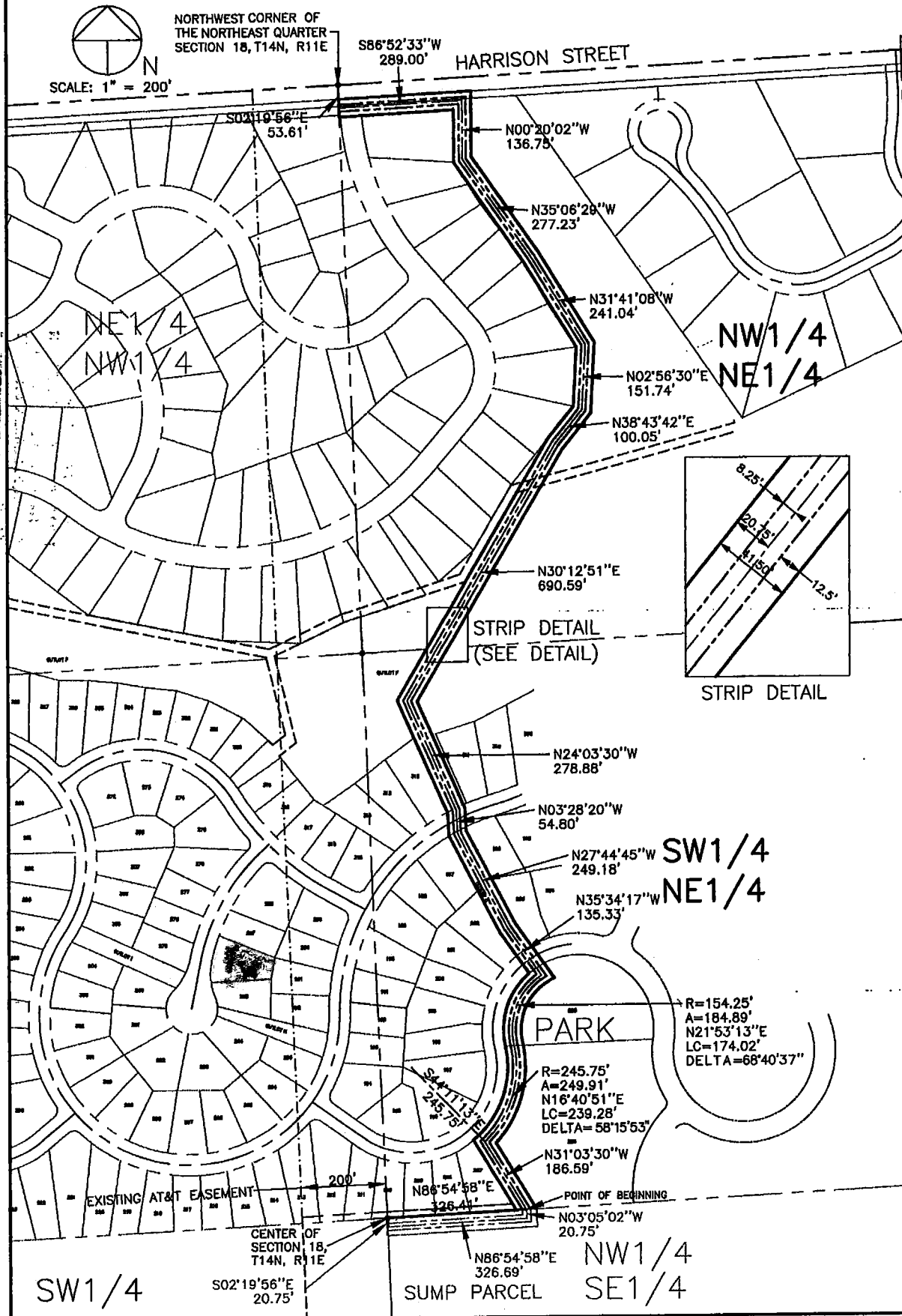
Louis Surveying

12100 West Center Road, Suite 523A
Omaha, NE 68144 (402-334-7982)



LEGAL DESCRIPTION:
SEE SHEET 1 OF 2

EXHIBIT A
SHEET 2 OF 2



2004-29346