

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-05902

2001 MR -9 PM 4: 32

Steve J. Schumacher
REGISTER OF DEEDS

Counter D JK
Verify STEVE
D.E. JK
Proof JK
Fee \$ 20.50
Ck ☐ Cash ☐ Chg ☒ SEC
Stamp copy

Space Above This Line For Recording Information

When recorded mail to AT&T, Right of Way Dept., 1200 Peachtree Street, Room PA-174, Atlanta, GA, 30309

COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT

James R. Schumacher and Wells Fargo Bank Nebraska, N.A., Co-Trustees of the Restated Lavern Plambeck Revocable Trust dated August 24, 1994, as amended, ("GRANTORS") in consideration of the sum of Ten Dollars (\$10.00), receipt whereof is hereby acknowledged, hereby grant AT&T Corp., a New York corporation, its associated and allied companies, its and their successors, assignees, lessees, licensees and agents (hereinafter collectively referred to as "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 ½ feet) wide along with a temporary right-of-way and easement, as more particularly described below, consisting of a strip of land twelve and one-half (12 ½) feet wide on each side of said permanent right-of-way and easement, with the location of the permanent and temporary rights-of-way and easements being in the East One-Half (E1/2) of the Northwest Quarter (NW 1/4) of Section 18, Township 14 North, Range 11 East of the 6th P.M., County of Sarpy, State of Nebraska, and more particularly described as follows:

Beginning at the northern point of entry which is between 79.25 feet and 110.75 feet west of the monument for the Northeast corner of the Northwest Quarter (NW1/4) of Section 18, Township 14 North, Range 11 East (as set forth on the survey dated 11/9/00 and revised 2/23/01), then following Harrison Street west to the west property line, then turning south along the west property line to the southern quarter section line, and then turning east to the southern point of exit. This right-of-way and easement is more particularly diagramed on Exhibit "A", which is attached hereto and incorporated herein by reference.

GRANTOR conveys to GRANTEE the following incidental rights and powers:

- (1) The temporary right-of-way and easement described herein shall be used only during periods of construction, reconstruction, repair and removal upon a strip of land twelve and one-half (12 ½) feet wide on each side of the above described permanent right-of-way and easement.

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(2) Ingress and egress upon and across the lands of GRANTOR to and from said temporary and permanent right-of-way and easements for the purpose of exercising the aforementioned rights;

(3) To clear and keep clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of the above described permanent right-of-way and easement;

(4) To place wood or timber cleared from said property of GRANTOR on the above described permanent right-of-way and easement; and

(5) To install locking gates in any fence crossing over the above described permanent right-of-way and easement.

GRANTOR hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on the above described permanent right-of-way and easement and no change will be made by grading or otherwise to the surface or subsurface of the strip of ground immediately adjacent to the above described right-of-way and easement.

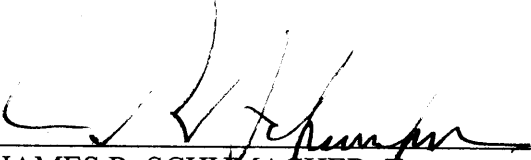
GRANTOR shall have the right to use and enjoy the land occupied by the above described permanent and temporary rights-of-way and easements except when such use shall interfere with the rights herein granted GRANTEE.

GRANTEE agrees to pay for damage to fences and growing crops arising from the construction and maintenance of the aforementioned communication systems.

GRANTOR covenants that GRANTOR is the fee simple owner of the above-described 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 GRANTOR and GRANTEE.

EXECUTED this 9th day of March, 2001.


 JAMES R. SCHUMACHER, Trustee

-AND-


WELLS FARGO BANK NEBRASKA, N.A., Trustee

By: Jenny DoughertyIts: President

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 7th day of March, 2001 by James R. Schumacher, Co-Trustee of the Restated Lavern Plambeck Revocable Trust dated August 24, 1994.


Carol J. White
 NOTARY PUBLIC

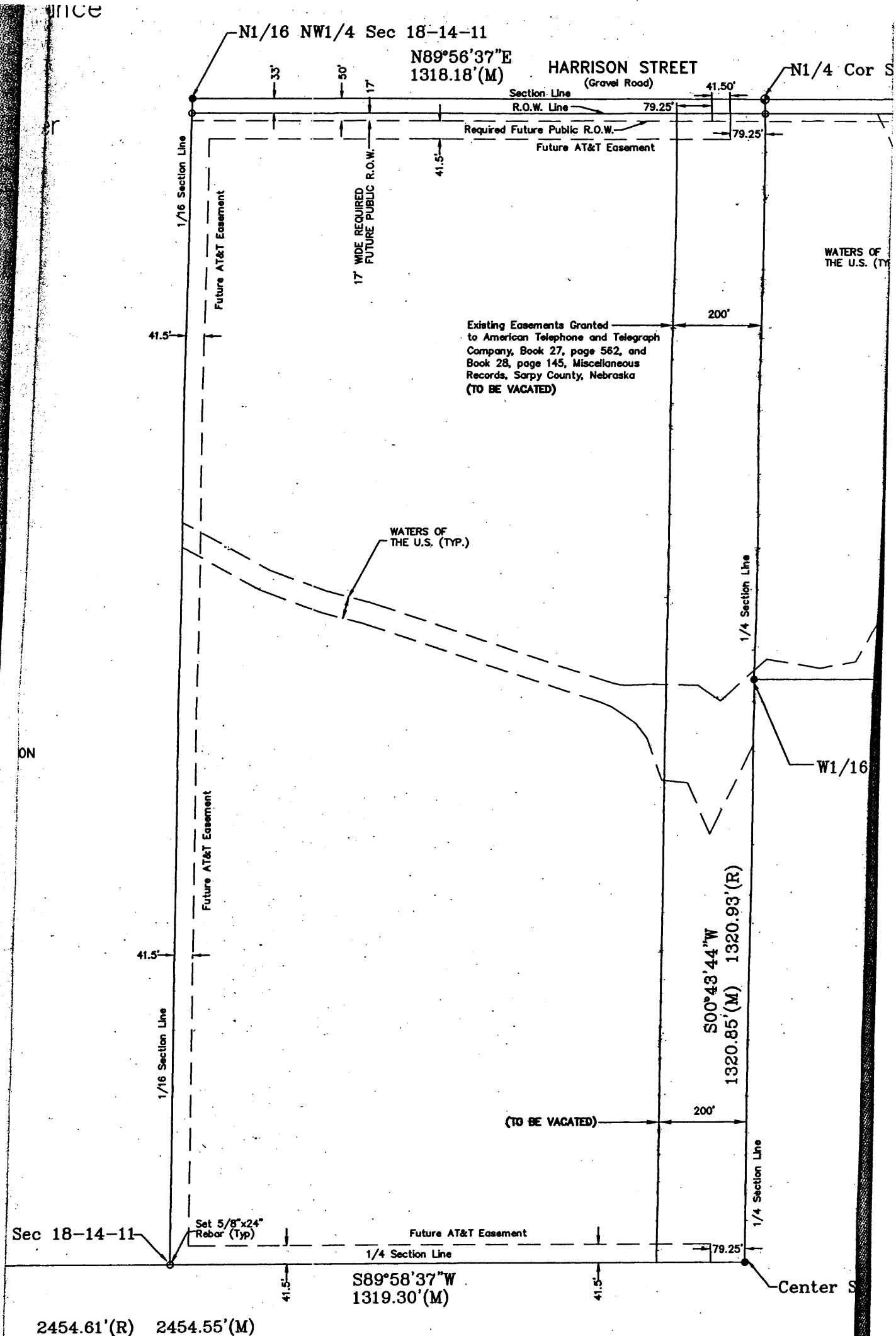
 GENERAL NOTARY-State of Nebraska
 CAROL J. WHITE
 My Comm. Exp. July 16, 2002

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 7th day of March, 2001 by Jennifer Dougherty, in her capacity as a trust officer of Wells Fargo Bank Nebraska, N.A., Co-Trustee of the Restated Lavern Plambeck Revocable Trust dated August 24, 1994.

Carol J. White
 NOTARY PUBLIC

 GENERAL NOTARY-State of Nebraska
 CAROL J. WHITE
 My Comm. Exp. July 16, 2002



BEEN LOCATED FROM FIELD SURVEY
EXISTING DRAWINGS PROVIDED TO
MEYOR MAKES NO GUARANTEE
COMPRISE ALL SUCH UTILITIES IN
WFO. THE SURVEYOR FURTHER DOES

AREA SUMMARY	
AREA	ACRES
GROSS AREA	199.97
WATERS OF THE U.S. (LESS 0.19 ACRES 'REQUIRED FUTURE PUBLIC R.O.W.', 0.05 ACRES 'FUTURE AT&T EASEMENT')	12.33
PUBLIC R.O.W.	4.97
REQUIRED FUTURE PUBLIC R.O.W.	2.56