



GRANT

MAC 1000-MSU  
RETENTION CODE  
92R - 060FB

60-2200

Received of AT&T Communications of the Midwest, Inc., an Iowa Corporation

Ten (10) Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, lightguides, wires, conduits, manholes, drains, splicing boxes, repeaters, repeater housings, together with surface testing-terminals, markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Tax lot 10 in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Seventeen (17), Township 14 North, Range 12 East of the 6th P.M. The fiber optic cable route is more precisely described in Exhibit "A" attached hereto and made a part hereof.

Township of Papillion, County of Sarpy, and State of Nebraska together with the following rights: Of ingress and egress to, from, and along lands adjacent to said strip for the purpose of constructing and maintaining communication systems within said strip; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction to cut all trees within ten feet thereof; and to install gates in any fences crossing said strip.

The Southwesterly boundary of said one rod strip shall be a line parallel to and 13 $\frac{1}{2}$  feet Southwesterly of the first cable or lightguide laid, which cable or lightguide shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves, their heirs, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree that the said cables or lightguides shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damages to fences and growing crops arising from the construction and maintenance of the aforesaid systems. See Exhibit "B" attached hereto and made a part hereof.

Signed and sealed this 29th day of June, 19 87

at

Witness:

*Handwritten signature of Dennis J. Kerwin*

XXXXXX Southwest Mall Partners (SEAL)  
XXXXXX Limited Partnership  
Signature *[Signature]* (SEAL)  
Name Printed General Partner  
AT&T Communications, Inc. Agent  
Signature *[Signature]* (SEAL)  
Name Printed D.D. Cousins District Manager

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

Source of Title: Deed Book 161, Page 3882

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me personally appeared to me

known to be the person (or persons) who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

My commission expires: \_\_\_\_\_

Notary Public

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PAGE 60 OF 2200 25¢ COPY  
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REGISTER OF DEEDS

*Handwritten initials and number 11626*

CORPORATE ACKNOWLEDGEMENT

60-2200A

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

Source of Title: Deed Book 161, Page 1995

On this 29th day of June, 1987, before me personally appeared D. D. Cousins to me personally known, who being by me duly sworn, did say that he is the District Manager of AT&T Communications, Inc., a corporation of the state of Delaware and that said instrument was signed in behalf of said corporation by authority of its board of directors, and that said District Manager acknowledged said instrument to be the free act and deed of said corporation.

Maureen O'Donnell  
Notary Public



My commission expires:  
(SEAL)

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Polk )

On this 2nd day of July, 1987, before me personally appeared Jon E. Batesote and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are General Partners of Southwest Mall Partners Limited Partnership, a Nebraska limited partnership and that said instrument was signed in behalf of said Partners by authority of its Partnership Agreement and \_\_\_\_\_ acknowledge said instrument to be the free act and deed of said Partnership.

Sharon J. Chalup  
Notary Public

My commission expires: 10-31-87  
(SEAL)



## EXHIBIT "A"

An easement 16.5 feet in width, the boundaries of which are 3 feet left and 13.5 feet right of the following described centerline of proposed buried cable in the NW $\frac{1}{4}$  of Section 17-T14N-R12E of the 6th P.M. in Sarpy County, Nebraska.

Commencing at the Northwest Corner of said section; thence with the north line of said Section on an assumed bearing of North 87 $^{\circ}$ 33'23" East a distance of 761 feet  $\pm$ ; to the point of Beginning of said Centerline description, thence South 04 $^{\circ}$ 50'28" East a distance of 163 feet  $\pm$ ; thence South 31 $^{\circ}$ 54'13" East a distance of 482 feet  $\pm$ ; thence South 58 $^{\circ}$ 05'47" West a distance of 535 feet  $\pm$ ; thence South 31 $^{\circ}$ 54'13" East a distance of 817 feet  $\pm$ ; thence South 58 $^{\circ}$ 05'47" West a distance of 10 feet  $\pm$  to the easterly Right of Way line of the Union Pacific Railroad, the terminous of said cable centerline, for the purpose of this description; thence continuing south 58 $^{\circ}$ 05'47" West a distance of 50 feet  $\pm$  to the centerline of said Railroad; thence with the centerline of said Railroad North 42 $^{\circ}$ 59'26" West a distance of 1365 feet  $\pm$  to the West line of said Section; thence with said West line North 02 $^{\circ}$ 37'23" West a distance of 549 feet  $\pm$  to the Northwest corner of said Section, the Point of Commencing.

EXHIBIT "B"

Grantee agrees not to construct above ground lines or structures upon said easement strip except for markers at fence lines, property lines and ditch banks, as shown on the attached Exhibit "C".

Grantee shall be given reasonable access to the right of way strip, but, except with the permission of Grantor or Grantor's tenants, Grantee's ingress and egress to the right of way strip shall be limited to existing lanes or such other areas specified by Grantor or Grantor's tenant. In the event of future subdivision of the property, Grantor will provide Grantee alternative access of like quality to that currently provided to the right of way strip.

Except to the extent caused by the negligence or willful misconduct of Grantor or Grantor's tenants, agents, or assigns, Grantee agrees to indemnify and hold harmless Grantor and Grantor's heirs, successors, and assigns against any claims or losses arising from damage or injury to Grantee's property, employees, agents, or contractors occurring in the course of construction, installation, or repair of Grantee's cable or other facilities upon Grantor's land.

Grantee further agrees that it will, upon written request <sup>OF</sup> ~~to~~ the Grantor, move and relocate all or a portion of the communications systems installed within said easement area to a location requested by Grantor, provided that Grantor will reimburse Grantee from any cost or expense incurred in such relocation and will grant all necessary easement rights required for the construction of such relocated facilities.

Grantor reserves all uses of said easement strip not inconsistent with this grant, but no buildings or other structures shall be erected or placed on said easement strip by Grantor. Notwithstanding any provision herein, Grantor reserves the right to pave over and install curbs, landscaping, sidewalks and gutters, on or over any portions of said easement strip, subject to Grantor's obligation to notify Grantee of Grantor's intent to pave over, install curbs, landscaping, ~~lighting standards,~~ sidewalks or gutters at least fifteen (15) days prior to the commencement of work in connection therewith, and Grantee agrees to repair any damage thereto occasioned by any maintenance, repair or replacement activities performed by Grantee in connection with such communications system.

The rights of Grantee in said easement strip shall be exclusive as to those portions of the easement strip within which said communications systems shall be installed. Grantee, by its acceptance of this Grant of Easement, acknowledges that Grantor may grant additional easement rights contiguous to or across or within portions of said easement strip so long as such further easement rights do not interfere with Grantee's use of said easement strip.

