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AFTER RECORDING MAIL TO:

AT&T CORP.
RIGHT OF WAY
1200 PEACHTREE STREET
PA165
ATLANTA, GA 30309

ROUTE: Offutt - North Bend "A"
SURVEY STA. _____ TO _____
MARKER 187 TO 188
REP TRACT NO. Jacket No. 125
DRAFT NO. _____

GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY EASEMENT

In consideration of the sum of One and no Dollar(s), (\$1.00), in hand paid, 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, assigns, lessees and agents (hereinafter collectively called "Grantee") a permanent right-of-way and easement to construct, reconstruct, operate, maintain (to include aerial patrol), alter, replace and remove such communications systems as the Grantee may from time to time require, consisting of underground cables and wires, waveguides, surface testing terminals, conduits, manholes, across and under a strip of land One Rod(16.5) feet wide, the location of which is in the Township of Elkhorn, County of Douglas, State of Nebraska and described as follows:

See Exhibit "A", attached hereto and made a part hereof.

The centerline of said 16.5' strip shall be coincident with the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the Grantor or on adjacent lands.

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

(1) Ingress and egress upon and across the lands of the Grantor to and from said permanent right-of-way and easement for the purpose of exercising the aforesaid rights.

(2) 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 any temporary right-of-way and easement.

(3) To place wood or timber cleared from said property of the Grantor on said right-of-way and easement.

(4) To install locking gates in any fence crossing said permanent and temporary right -of-way and easement.

The 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.

The 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 the Grantee.

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

The Grantor covenants that he/she/they/are 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, assigns, lessees and agents of the parties hereto.

Signed, sealed and witnessed this 20th day of February, 1995 at _____

WITNESS:

Brett Gotsch (SEAL)
_____ (SEAL)

GRANTEE:

AT&T Corp.
1200 Peachtree St., NE
Room PA165
Atlanta, GA 30309
404-810-4491

GRANTOR:
Gottsch Enterprises (Name)
Box 59 (Address)
Elkhorn, NE (City & St.)
402-287-4421 (Phone)
47-0750110 (SSN#) (Fed. I.D. #)

STATE OF Nebraska
COUNTY OF Douglas

On this 20th day of February, 1995, before me personally appeared to me Brett Gotsch, known to be the person (or persons) who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.



Joan R. Malý
Notary Public

My commission expires 1-28-96.

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

POOR COPY

EXHIBIT "A"

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of transmission lines over that part of the Southwest Quarter of Section 31, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

SW SW

Commencing at the southwest corner of the said Southwest Quarter of Section 31;

Thence North 87°18'15" East (bearings referenced to the Nebraska State Plane System, South Zone) for 53.70 feet along the south line of the said Southwest Quarter of Section 31;

Thence North 02°23'58" West for 33.00 feet to the point of intersection of the north right of way line of Fort Street with the east right of way line of 204th Street (state highway # 31) and the TRUE POINT OF BEGINNING;

Thence North 02°23'29" West for 773.16 feet along the east right of way line of 204th Street;

Thence South 85°54'26" East for 16.61 feet;

Thence South 02°23'29" East for 771.20 feet parallel with and 16.50 feet east of the east right of way line of 204th Street to the north right of way line of Fort Street;

Thence South 87°18'15" West for 16.50 feet to the Point of Beginning.

Contains 0.29 acres.

T O G E T H E R W I T H

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of transmission lines over that part of the West Half of Section 6, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

NW NW
SW NW

Commencing at the northwest corner of the said Northwest Quarter of Section 6;

Thence North 87°18'15" East (bearings referenced to the Nebraska State Plane System, South Zone) for 53.70 feet along the north line of the said Northwest Quarter of Section 6;

Thence South 02°23'58" West for 33.00 feet to the point of intersection of the south right of way line of Fort Street with the east right of way line of 204th Street (state highway # 31) and the TRUE POINT OF BEGINNING;

Thence North 87°18'15" East for 16.50 feet along the south right of way line of Fort Street;

Thence South 02°23'58" East for 473.48 feet parallel with and 16.50 feet east of the east right of way line of 204th Street;

Thence North 87°30'40" East for 386.68 feet;

Thence South 02°28'26" East for 824.63 feet;

Thence South 86°36'45" West for 388.44 feet;

Thence South 02°31'52" East for 1937.46 feet parallel with and 65.00 feet east of the west line of the Northwest Quarter of Section 6;

Thence South 03°13'12" East for 1884.95 feet parallel with and 16.50 feet east of the east right of way line of 204th Street;

Thence North 85°46'21" East for 524.69 feet parallel with and 16.50 feet north of the north right of way line of West Maple Road (state highway # 64);

Thence North 80°36'52" East for 302.79 feet parallel with and 16.50 feet north of the north right of way line of West Maple Road;

Thence North 86°43'45" East for 224.52 feet parallel with and 16.50 feet north of the north right of way line of West Maple Road;

Thence South 01°42'58" East for 16.51 feet parallel with and 16.50 feet east of the west line of the East Half the Southwest Quarter of Section 6 to the north right of way line of West Maple Road;

Thence South 86°43'45" West for 223.19 feet along the north right of way line of West Maple Road;

Thence South 80°36'52" West for 302.65 feet along the north right of way line of West Maple Road;

Thence South 85°46'21" West for 542.23 feet along the north right of way line of West Maple Road;

Thence North 03°13'12" West for 1901.84 feet along the east right of way line of 204th Street;

Thence North 02°31'52" West for 1952.02 feet parallel with and 50.00 feet east of the west line of the said Northwest Quarter of Section 6;

Thence North 86°20'41" East for 388.49 feet;

Thence North 02°28'26" West for 791.87 feet;

Thence South 87°30'40" West for 386.71 feet to the east right of way line of 204th Street;

Thence North 02°23'58" West for 489.93 feet along the east right of way line of 204th Street to the Point of Beginning.

Contains 2.63 acres.