



MISC 2013009589



JAN 29 2013 14:51 P 6

Fee amount: 40.00
FB: 0C-42510
COMP: YT

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
01/29/2013 14:51:29.00



2013009589

THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

**THIS PAGE INCLUDED
FOR INDEXING**

AFTER RECORDING, RETURN TO:
AT&T
RIGHT OF WAY DEPT.
3450 Riverwood Parkway SE, Room 162
Atlanta, GA 30339

ROUTE: Offutt to North Bend Coax Cable
SURVEY STA.
MARKERS: 178 to 180
REP. TRACT NO.:

GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned (hereinafter called "Grantor") hereby grants to AT&T Corp., a New York corporation, its affiliated companies, and its and their successors, assignees, lessees, licensees and agents (hereinafter collectively called "Grantee") a non-exclusive permanent right-of-way and easement to install, construct, reconstruct, operate, maintain (to include aerial patrol), alter, replace, relocate, abandon and remove such communications systems as Grantee may from time to time require consisting of cables and wires, conduits, markers, upon, over, across and under a sixteen and a half (16.5') foot wide strip of land, being a portion of the land owned by Grantor in West Hampton Park Development, located in the City of Omaha, Douglas County, Nebraska. A metes and bounds description of said right-of-way and easement is described on the attached Exhibit A and shown as a "blue strip". The cable shall have its location indicated upon surface markers set at intervals on the land of Grantor or on adjacent lands.

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 10 feet wide on the North side and a strip of land 10 feet wide on the East side of said permanent 16.5 foot wide right-of-way and easement.
- (2) Ingress and egress, including the use, improvement, repair and construction of private roads, 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. ~~This includes the right to use an abandoned road way for access to the Cimarron River.~~
- (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 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 other obstruction will be constructed, erected, built or permitted on said permanent right-of-way and easement and no change will be made by grading, paving, laying asphalt or otherwise to the surface or subsurface of said permanent right-of-way and easement and of the ground immediately adjacent to said permanent right-of-way and easement.

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. Grantor shall not have the right to change the locations or dimensions of said permanent and temporary rights-of-way and easements without Grantee's prior written consent.

Grantee shall be responsible to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems and shall

restore the lands of Grantor to a condition as good as existed prior to Grantee's work, reasonable wear and tear and damage by the elements excepted.

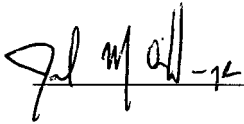
Grantor covenants that Grantor is the fee simple owner of said land, ~~and will warrant and defend title to the premises against all claims.~~

NOTWITHSTANDING ANY PROVISION OF THIS GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY 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.

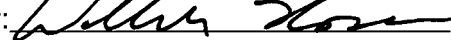
3rd IN WITNESS WHEREOF, the parties have duly executed this instrument this day of January, 2013.

WITNESSED BY:

 _____

GRANTOR:

EDWARD ROSE DEVELOPMENT COMPANY, L.L.C.
a Michigan limited liability company

By:  _____

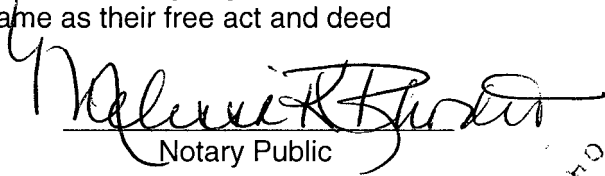
Name: Warren Rose
Managing Member

Acknowledgment

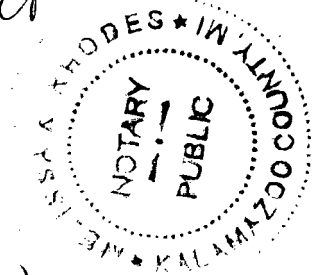
STATE OF MICHIGAN

COUNTY OF KALAMAZOO

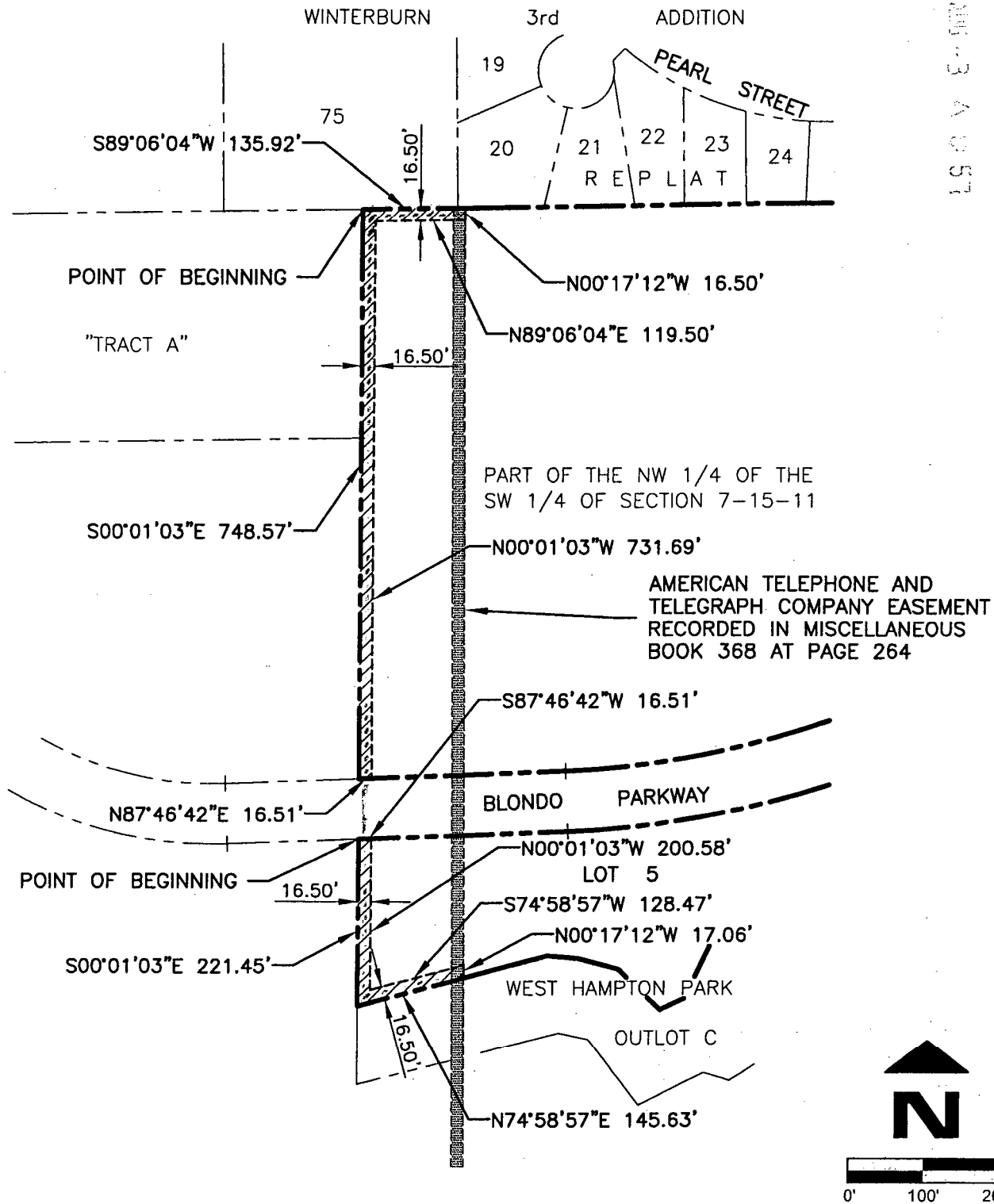
On this 3rd day of January, 2013, before me personally appeared Warren Rose, Managing Member to me known, who, being by me duly sworn, did depose and executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed


Notary Public

MELISSA K. RHODES
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires Mar. 8, 2018
Acting in the County of Kalamazoo



1245-120-7-EX-A



SHEET 1 OF 2



Job Number: 1245-120-7(EX)
 thompson, dreessen & dorner, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: JUNE 28, 2012
 Drawn By: RJR
 Reviewed By: DHN
 Revision Date:

EXHIBIT "A"

EDWARD ROSE & SONS

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LEGAL DESCRIPTION

0c-42510

A 16.50 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 5, WEST HAMPTON PARK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5;
 THENCE S00°01'03"E (ASSUMED BEARING) 221.45 FEET ON THE WEST LINE OF SAID LOT 5 TO THE SOUTHWEST CORNER OF SAID LOT 5;
 THENCE N74°58'57"E 145.63 FEET ON THE SOUTH LINE OF SAID LOT 5 TO THE EAST LINE OF AN EXISTING AMERICAN TELEPHONE AND TELEGRAPH COMPANY EASEMENT RECORDED IN MISCELLANEOUS BOOK 368 AT PAGE 264 OF THE DOUGLAS COUNTY RECORDS;
 THENCE N00°17'12"W 17.06 FEET ON THE EAST LINE OF SAID EXISTING AMERICAN TELEPHONE AND TELEGRAPH COMPANY EASEMENT;
 THENCE S74°58'57"W 128.47 FEET ON A LINE 16.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5;
 THENCE N00°01'03"W 200.58 FEET ON A LINE 16.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 5 TO THE NORTH LINE THEREOF;
 THENCE S87°46'42"W 16.51 FEET ON THE NORTH LINE OF SAID LOT 5 TO THE POINT OF BEGINNING.

TOGETHER WITH:

01-60000

A 16.50 FOOT WIDE STRIP OF LAND LYING WITHIN THE NW 1/4 OF THE SW 1/4 OF SECTION 7, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN MISCELLANEOUS BOOK 578 AT PAGE 333 OF THE DOUGLAS COUNTY RECORDS, HEREINAFTER REFERRED TO AS "TRACT A";
 THENCE S00°01'03"E (ASSUMED BEARING) 748.57 FEET ON THE EAST LINE OF SAID "TRACT A" AND ITS SOUTHERLY EXTENSION TO THE NORTH LINE OF BLONDO PARKWAY;
 THENCE N87°46'42"E 16.51 FEET ON THE NORTH LINE OF BLONDO PARKWAY;
 THENCE N00°01'03"W 731.69 FEET ON A LINE 16.50 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID "TRACT A" AND ITS SOUTHERLY EXTENSION;
 THENCE N89°06'04"E 119.50 FEET ON A LINE 16.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NW 1/4 TO THE EAST LINE OF AN EXISTING AMERICAN TELEPHONE AND TELEGRAPH COMPANY EASEMENT RECORDED IN MISCELLANEOUS BOOK 368 AT PAGE 264 OF THE DOUGLAS COUNTY RECORDS;
 THENCE N00°17'12"W 16.50 FEET ON THE EAST LINE OF SAID EXISTING AMERICAN TELEPHONE AND TELEGRAPH COMPANY EASEMENT TO THE NORTH LINE OF SAID NW 1/4;
 THENCE S89°06'04"W 135.92 FEET ON THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING.

159 15 3 16 57

SHEET 2 OF 2



Job Number: 1245-120-7(EX)
 thompson, dreessen & dorner, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: JUNE 28, 2012
 Drawn By: RJR
 Reviewed By: DHN
 Revision Date:

EXHIBIT " A "

EDWARD ROSE & SONS

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