FILED SARPY CO. NE.
INSTRUMENT NUMBER

21756

2008 JUL 31 A 8: 53 R

Slow Dew Shing REGISTER OF DEEDS \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

# THIS PAGE ADDED FOR RECORDING INFORMATION.

# DOCUMENT STARTS ON NEXT PAGE.

## LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
Steven J. Stastny, Deputy
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

-ARRY DENTON
ESTA COUSORTING GROUP
350 117 TOST
OMAHA, NE L8154
SCROD FORM 1. Dated 12/14/1999

A

#### AFTER RECORDING, RETURN TO:

AT&T RIGHT OF WAY DEPT. 3001 Cobb Parkway, Room 162 Atlanta, GA 30339

ROUTE: Offutt-No.	Bend A Cable
SURVEY STA	TO
MARKER No. 32 To	O 34
REP. TRACT NO	
DRAFT 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 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, waveguides, surface testing terminals, conduits, manholes, markers, regeneration huts and other appurtenances upon, over, across and under a sixteen and one-half (16 1/2) foot wide strip of land owned by Grantor in County of Sarpy, State of Nebraska. The location of said right-of-way and easement is in NW ¼ of Section 8, Township 13N, Range 13E and is more particularly described on attached Exhibit A, Pages 1 through 3, attached which will be part of this easement and recorded as such.

This easement supersedes and replaces easement recorded on February 29, 2008 as instrument number 1008-05435 in Sarpy County, Nebraska.

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 ten feet wide on either side of said permanent 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.
- (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 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

B

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.

IN WITNESS WHEREOF, the parties have duly executed this instrument this 30th day of July \_\_\_\_, 2008.

WITNESSED BY

GRANTOR, Clearwater Falls, LLC

(SEAL)

Manuary MENBAR (SEAL)

WITNESSED BY:

AT&T CORP.

Name: Aly

Title: St. flog . The A. Wrat Eng + ROW

Grant of ROW - 2/06

Corporate Acknowledgment

STATE OF NEBRASKA ) COUNTY OF DOUGLAS ) SS:	
On this 30 day of, 2000 before me, the subscriber, personally appeared, to me known, who, being by me duly sworn, did depose and say that he is the of	
GENERAL NOTARY-State of Nebraska  LAWRENCE D. DENTON  My Comm. Exp. August 20, 2011  Notary Public	
My Comm. Exp. August 20, 2011	
Notary Public	
Partnership Acknowledgment	
STATE OF	
On this day of, 20 before me personally came, to me known and known to me to be a partner of, the partnership described in, and which executed the foregoing instrument, and said acknowledged that he executed the foregoing instrument for and on behalf of said partnership.	
Notary Public	
Individual(s) Acknowledgment	
STATE OF) COUNTY OF) SS:	
On this day of, 20, before me personally appeared to me who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.	
Notary Public	

#### ACKNOWLEDGMENT

STATE OF SECRETA )
COUNTY OF COBB ) SS:

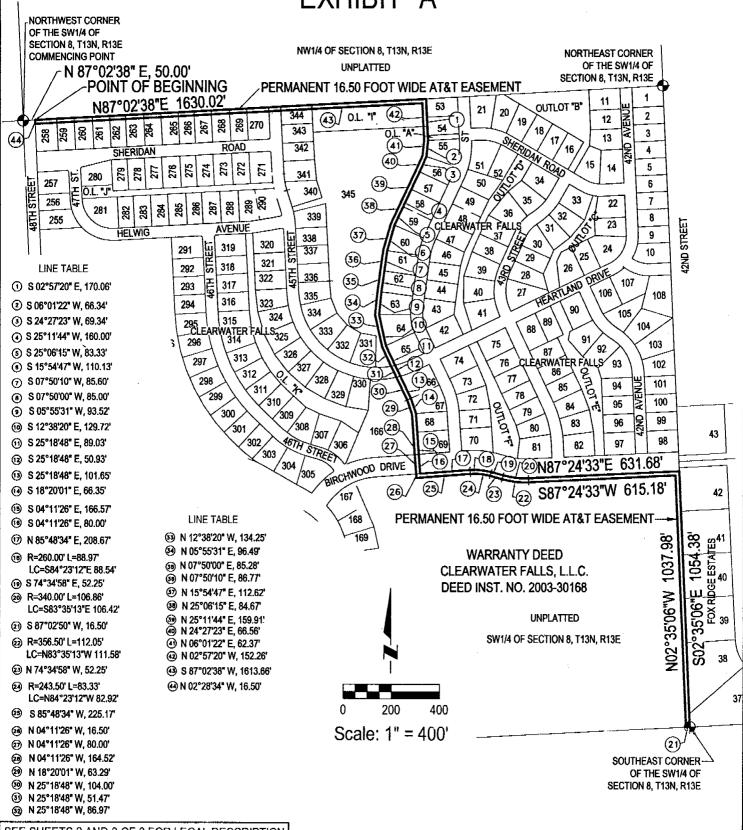
On this day of Aure , 2008, before me, personally appeared AS RICHARDSON to me known, who, being by me duly sworn, did depose and say that (s) he is the Rewmanace of AT&T Corp., the corporation described in, and which executed the foregoing instrument, and that (s) he signed her/his name thereto by authority of the Board of Directors.

Notary Public

PATRICIA A. BRYANT NOTARY PUBLIC COBB COUNTY STATE OF GEORGIA MY COMM. EXPIRES OCT. 14, 2010

### E

#### **EXHIBIT "A"**



SEE SHEETS 2 AND 3 OF 3 FOR LEGAL DESCRIPTION



Job No.: P2005.198.001

#### E&A CONSULTING GROUP, INC.

ENGINEERING ● PLANNING ● FIELD SERVICES

330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

Chkd by

Drawn by: TRH

Chkd by:<u>ubc 5-15-08</u>

\_\_\_\_

Date: 5-6-08

Sheet No.: 1 of 3

PERMANENT 16.50 FOOT WIDE AT&T EASEMENT SW1/4 OF SECTION 8, T13N, R13E

SARPY COUNTY, NEBRASKA

pg. 2 of 3/

LEGAL DESCRIPTION WARRANTY DEED CLEARWATER FALLS L.L.C. DEED INST. NO. 2003-30168

#### LEGAL DESCRIPTION PERMANENT 16.50 FOOT WIDE AT&T EASEMENT

A PERMANENT 16.50 FOOT WIDE AT&T EASEMENT LOCATED IN LOT 166, CLEARWATER FALLS (LOTS 1 THRU 166, INCLUSIVE, OUTLOTS "A" THRU "G" INLCUSIVE), A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 8; AND ALSO TOGETHER WITH LOTS 258 THRU 270, INCLUSIVE, AND ALSO LOTS 340 THRU 345, INCLUSIVE, AND ALSO OUTLOT "I", CLEARWATER FALLS (LOTS 255 THUR 345 INCLUSIVE AND OUTLOTS "I", "J" AND "K"), A SUBDIVISION LOCATED IN SAID SW1/4 OF SECTION 8; AND ALSO TOGETHER WITH PART OF 45TH STREET, HEARTLAND DRIVE, AND BIRCHWOOD DRIVE RIGHT-OF-WAYS; AND ALSO TOGETHER WITH PART OF SAID SW1/4 OF SECTION 8; ALL LOCATED IN TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SW1/4 OF SECTION 8; THENCE N87°02'38"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SW1/4 OF SECTION 8, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 48TH STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 258, CLEARWATER FALLS (LOTS 255 THRU 345 INCLUSIVE AND OUTLOTS "I", "J", AND "K"), SAID POINT ALSO BEING THE PQINT OF BEGINNING; THENCE CONTINUING N87°02'38"E ALONG SAID NORTH LINE OF THE SW1/4 OF SECTION 8, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 258 THRU 270, CLEARWATER FALLS (LOTS 255 THRU 345 INCLUSIVE AND OUTLOTS "I", "J", AND "K"), AND ALSO THE NORTH RIGHT-OF-WAY LINE OF SAID 45TH STREET, AND ALSO THE NORTH LINE OF SAID LOT 344, CLEARWATER FALLS (LOTS 255 THRU 345 INCLUSIVE AND OUTLOTS, "I", "J", AND "K"), AND ALSO THE NORTH LINE OF SAID OUTLOT "I" CLEARWATER FALLS (LOTS 255 THRU 345 INCLUSIVE AND OUTLOTS, "I", "J", AND "K"), A DISTANCE OF 1630.02 FEET TO THE NORTHWEST CORNER OF LOT 53, SAID CLEARWATER FALLS (LOT 1 THRU 166, INCLUSIVE, OUTLOTS "A" THRU "G" INCLUSIVE); THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOTS 53 THRU 65, CLEARWATER FALLS (LOTS 1 THRU 166, INCLUSIVE, OUTLOTS "A" THRU "G" INCLUSIVE), SAID LINE ALSO BEING THE EASTERLY LINE OF LOT 345, SAID CLEARWATER FALLS (LOTS 255 THRU 345 INCLUSIVE AND OUTLOTS "I", "J", AND "K") ON THE FOLLOWING DESCRIBED COURSES; THENCE S02°57'20"E, A DISTANCE OF 170.06 FEET; THENCE S06°01'22"W, A DISTANCE OF 66.34 FEET; THENCE S24°27'23"W, A DISTANCE OF 69.34 FEET; THENCE S25°11'44"W, A DISTANCE OF 160.00 FEET; THENCE S25°06'15"W, A DISTANCE OF 83.33 FEET; THENCE S15°54'47"W, A DISTANCE OF 110.13 FEET; THENCE S07°50'10"W, A DISTANCE OF 85.60 FEET; THENCE S07°50'00"W, A DISTANCE OF 85.00 FEET; THENCE S05°55'31"W, A DISTANCE OF 93.52 FEET; THENCE S12°38'20"E, A DISTANCE OF 129.72 FEET; THENCE S25°18'48"E, A DISTANCE OF 89.03 FEET TO THE SOUTHWEST CORNER OF LOT 65, SAID CLEARWATER FALLS (LOTS 1 THRU 166, INCLUSIVE, OUTLOTS "A" THRU "G" INCLUSIVE), SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 345, CLEARWATER FALLS (LOTS 255 THRU 345, INCLUSIVE AND OUTLOTS "I", "J", AND "K"), SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HEARTLAND DRIVE; THENCE CONTINUING \$25°18'48"E, A DISTANCE OF 50.93 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF HEARTLAND DRIVE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 66, SAID CLEARWATER FALLS (LOTS 1THRU 166, INCLUSIVE, OUTLOTS "A" THRU "G" INCLUSIVE), SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 166, SAID CLEARWATER FALLS (LOTS 1 THRU 166, INCLUSIVE, OUTLOTS "A" THRU "G" INCLUSIVE); THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOTS 66 THRU 69, SAID CLEARWATER FALLS (LOTS 1 THRU 166, INCLUSIVE, OUTLOTS "A" THRU "G" INCLUSIVE) SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 166, CLEARWATER FALLS (LOTS 1 THRU 166, INCLUSIVE, OUTLOTS "A" THRU "G" INCLUSIVE) ON THE FOLLOWING DESCRIBED COURSES; THENCE \$25°18'48"E, A DISTANCE OF 101.65 FEET; THENCE S18°20'01"E, A DISTANCE OF 66.35 FEET; THENCE S04°11'26"E, A DISTANCE OF 166.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 69, CLEARWATER FALLS (LOTS 1 THRU 166, INCLUSIVE, OUTLOTS "A" THRU "G" INCLUSIVE), SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 166, CLEARWATER FALLS (LOTS 1 THRU 166, INCLUSIVE, OUTLOTS "A" THRU "G" INCLUSIVE), SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BIRCHWOOD DRIVE; THENCE S04°11'26"E, A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BIRCHWOOD DRIVE; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BIRCHWOOD DRIVE ON THE FOLLOWING DESCRIBED COURSES; THENCE N85°48'34"E, A DISTANCE OF 208.67 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 260.00 FEET, A DISTANCE OF 88.87 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S84°23'12"E, A DISTANCE OF 88.54 FEET:

SEE SHEET 1 OF 3 FOR DRAWING

LEGAL CONTINUES ON SHEET 3 OF 3



#### **E&A CONSULTING GROUP, INC.**

ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STRFET OMAHA, NE 68154 PHONE (402) 895-4700

Drawn by: TRH

Chkd by:<u>WaC 5-15-08</u>

Chkd by:

Job No.: P2005,198.001

Date: 5-6-08

Sheet No.: 2 of 3

PERMANENT 16.50 FOOT WIDE AT&T EASEMENT SW1/4 OF SECTION 8, T13N, R13E

SARPY COUNTY, NEBRASKA

#### EXHIBIT "A"

THENCE \$74°34'58"E, A DISTANCE OF 52.25 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A DISTANCE OF 106,86 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS \$83°35'13"E, A DISTANCE OF 106.42 FEET; THENCE N87°24'33"E, A DISTANCE OF 631.68 FEET TO A POINT ON THE EAST LINE OF SAID SW1/4 OF SECTION 8, SAID POINT ALSO BEING THE WEST LINE OF LOT 42, FOX RIDGE ESTATES, A SUBDIVISION LOCATED IN THE SE1/4 OF SAID SECTION 8; THENCE S02°35'06"E ALONG SAID EAST LINE OF THE SW1/4 OF SECTION 8, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 42, FOX RIDGE ESTATES, AND ALSO THE WEST LINE OF LOTS 41 THRU 37, SAID FOX RIDGE ESTATES, A DISTANCE OF 1054.38 FEET TO THE SOUTHEAST CORNER OF SAID SW1/4 OF SECTION 8, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 37, FOX RIDGE ESTATES; THENCE S87°02'50"W ALONG THE SOUTH LINE OF SAID SW1/4 OF SECTION 8, A DISTANCE OF 16.50 FEET; THENCE N02°35'06"W, A DISTANCE OF 1037.98 FEET; THENCE S87°24'33"W, A DISTANCE OF 615.18 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 356.50 FEET, A DISTANCE OF 112.05 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N83°35'13"W, A DISTANCE OF 111.58 FEET; THENCE N74°34'58"W, A DISTANCE OF 52.25 FEET; THENCE WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 243.50 FEET, A DISTANCE OF 83.33 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N84°23'12"W, A DISTANCE OF 82.92 FEET; THENCE S85°48'34"W, A DISTANCE OF 225.17 FEET; THENCE N04°11'26"W, A DISTANCE OF 16.50 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BIRCHWOOD DRIVE; THENCE N04°11'26"W, A DISTANCE OF 80.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF BIRCHWOOD DRIVE; THENCE N04°11'26"W, A DISTANCE OF 164.52 FEET; THENCE N18°20'01"W, A DISTANCE OF 63.29 FEET; THENCE N25°18'48"W, A DISTANCE OF 104.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF HEARTLAND DRIVE; THENCE N25°18'48"W, A DISTANCE OF 51.47 FEET TO A POINT ON SAID NORTHERLY RIGHT-WAY LINE OF HEARTLAND DRIVE; THENCE N25°18'48"W, A DISTANCE OF 86.97 FEET; THENCE N12°38'20"W, A DISTANCE OF 134.25 FEET; THENCE N05°55'31"E, A DISTANCE OF 96.49 FEET; THENCE N07°50'00"E, A DISTANCE OF 85.28 FEET; THENCE N07°50'10"E, A DISTANCE OF 86.77 FEET; THENCE N15°54'47"E, A DISTANCE OF 112.62 FEET; THENCE N25°06'15"E, A DISTANCE OF 84.67 FEET; THENCE N25°11'44"E, A DISTANCE OF 159.91 FEET; THENCE N24°27'23"E, A DISTANCE OF 66.56 FEET; THENCE N06°01'22"E, A DISTANCE OF 62.37 FEET; THENCE N02°57'20"W, A DISTANCE OF 152.26 FEET; THENCE S87°02'38"W, A DISTANCE OF 1613.66 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 48TH STREET; THENCE N02°28'34"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 48TH STREET, A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 16.50 FOOT WIDE AT&T EASEMENT CONTAINS AN AREA OF 88,506 SQUARE FEET OR 2.032 ACRES, MORE OR LESS.

SEE SHEET 1 OF 3 FOR DRAWING

LEGAL CONTINUES FROM SHEET 2 OF 3



Job No.: P2005.198.001

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Chkd by:

Drawn by: TRH

Chkd by:<u>WaC .5-15-08</u>

Date: 5-6-08

Sheet No.: 3 of 3

PERMANENT 16.50 FOOT WIDE AT&T EASEMENT SW1/4 OF SECTION 8, T13N, R13E

SARPY COUNTY, NEBRASKA