

DON CLARK  
REGISTER OF DEEDS  
SAUNDERS COUNTY

2480643

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AFTER RECORDING MAIL TO:

LAND SERVICES, INC.  
409 SHOSHONE STREET SOUTH, SUITE 18  
TWIN FALLS, ID 83301

BOOK 248 PAGE 643  
OF INSTH 333

ROUTE: Chicago to Denver  
SURVEY STA \_\_\_\_\_ to \_\_\_\_\_  
MARKER: \_\_\_\_\_ to \_\_\_\_\_  
REP TRACT NO. NE-ZAAO-SS-001500  
DRAFT NO. \_\_\_\_\_

### GRANT OF COMMUNICATION SYSTEMS RIGHT OF WAY EASEMENT

In consideration of the sum of One Dollar(s), (\$1.00), and other valuable consideration, in hand paid, receipt whereof is hereby acknowledged, the undersigned, Nebco Inc. a Nebraska Corp, James P. Abel, President (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, wave guides, surface testing terminals, conduits, manholes, markers, and other appurtenances upon, across and under a strip of land **Sixteen and one half (16.5) feet wide**, in the location of which is in the County of Saunders, State of Nebraska, being a portion of the following described property: NE ¼ of Section 25, Township 13N, Range 9E, lying east of the RR right of way, and the W ½ of the SW ¼ of the NW ¼ of Section 30, Township 13N, Range 10E of the Sixth Principal Meridian.

The West boundary of said Sixteen and one-half (16.5) foot strip in Section 25 shall be a line parallel to and Five (5) feet West of the first cable laid and parallel and adjacent to the existing BNR right of way, The South boundary of said Sixteen and one half (16.5) foot strip in Section 30 shall be a line parallel to and Five (5) feet south of the first cable laid, which cable shall have its location indicated upon the surface, markers set at intervals on the land of the grantor or on adjacent lands.

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This Grant supersedes and replaces Grants recorded in,  
Book 21, Page 290, of Misc., dated May 18, 1987  
Book 27, Page 909, of Misc., dated February 25, 1993  
Book 27, Page 577, of Misc., dated August 17, 1988  
in Saunders County, State of Nebraska

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 temporary and permanent rights-of way and easements for the purpose of exercising the aforesaid rights.
2. To clear and keep clear all trees, roots, brush, 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.
3. To place wood or timber cleared from said property of the Grantor on said right-of way and easement.
4. To install gates in any fence crossing said permanent and temporary right-of-way and easements.

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 right herein granted the Grantee.

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

The Grantee agrees that said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of said strip, and to pay for or restore, as near as possible to its original condition, any damages to Grantor's property resulting from the construction and maintenance activities associated with the aforesaid system.

The Grantor covenants that they are the fee simple owners 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 29 day of September, 2000 at Lincoln, Lancaster County.

GRANTEE:  
AT&T CORP  
1200 Peachtree ST., NE  
Promenade Annex 165  
Atlanta, GA 30309

GRANTOR:  
\_\_\_\_\_  
(Name)  
Nebo Inc., a Nebraska Corp.  
James P. Abel  
\_\_\_\_\_  
(Name)  
James P. Abel, President  
\_\_\_\_\_  
(C/S/Z)  
\_\_\_\_\_  
(FN/SSN)

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BY: \_\_\_\_\_  
Agent for AT&T CORP.

**CORPORATE ACKNOWLEDGEMENT**

STATE OF NEBRASKA  
COUNTY OF ~~DAWSON~~ LANCASTER

On this 29 day of September, 2000 before me personally  
appeared to me James P. Abel

\_\_\_\_\_ known to be the person and authorized agent of the corporation that executed the within  
instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation and an oath stated  
that (s)he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires: 3-3-04

James W. Hewitt  
\_\_\_\_\_  
Notary Public

