

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000-14337

2000 JUN 14 PM 3: 21

Glenn J. [Signature]



REGISTER OF DEEDS recording mail to:
AT&T CORP.
RIGHT OF WAY DEPT.
1200 PEACHTREE ST., NE - PA185
ATLANTA, GA 30309

Counter J M
Verify [Signature]
D.E. [Signature]
Proof [Signature]
Fee \$ 21.00
Ck Cash Chg

LINE: Omaha to Lincoln Junction
SURVEY STA.: 64576 to 68403 and
68709 to 69410
MARKER: 14-121 to 17 and
17A to 17A+702
R/W TRACT: NE-ZAAO-SY-008001
NE-ZAAO-SY-008250

COMMUNICATIONS SYSTEMS RIGHT-OF-WAY AND EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, (hereinafter called "Grantor"), for and in consideration of the sum of Ten (10.00) Dollars in hand paid and other valuable consideration, the receipt of which is hereby acknowledged, and upon the terms hereinafter set forth, does hereby grant, bargain, sell and convey unto AT&T CORP. a New York Corporation, (hereinafter called "Grantee"), a perpetual right-of-way and easement sixteen and one half feet (16½') in width within which to construct, reconstruct, operate, maintain, alter, replace and remove communications systems such as Grantee may from time to time require, consisting of, by way of example but not limitation, underground lightguide fiber optics cable systems, splices, wires, surface testing terminals, manholes, markers and other appurtenances, upon, over, under and through certain lands of Grantor more particularly described as follows:

The North Half (N ½) of the Southeast Quarter (SE 1/4) and all that part of the Northeast Quarter (NE 1/4) lying southerly and easterly of the right-of-way of U. S. Highway No. 80, and except the right-of-way of Union Pacific Railroad Company, all in Section Eighteen (18), and that portion of the Northwest Quarter (NW ¼) lying westerly of the right-of-way of 120th Street in Section Seventeen (17), all in Township Fourteen (14) North, Range Twelve (12) East of the 6th p.m., in Sarpy County, Nebraska.

The location of said easement is more particularly described in "EXHIBIT A" attached hereto and made a part hereof.

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

- 1) Grantee shall have the right to inspect the said communications systems and appurtenances by any reasonable means including by aerial patrol.
- 2) Grantee shall have the right to install gates in fences crossing the right-of-way and easement.
- 3) Grantee shall have the right to install facility identification markers along or in the vicinity of the right-of-way and easement at locations that will not unreasonably interfere with Grantor's use of the land in any manner not inconsistent with the rights herein granted.
- 4) Grantee shall have the rights of ingress and egress to and from the said right-of-way and easement across the surrounding lands of Grantor for all purposes reasonably related to the exercise and enjoyment of all rights herein granted.
- 5) Grantee shall have the right to clear and keep clear from the area of the easement all trees, overhanging limbs, roots, brush and other obstructions from the surface and subsurface of said strip.

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6) Grantee shall have the right, during all periods of construction, reconstruction, repair and removal to use such additional work space as may be reasonably needed.

Grantor reserves the right of full use and enjoyment of its lands, except for the purposes herein expressly granted, provided that such use and enjoyment shall not unreasonably hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and Grantor covenants that no excavation, building, structure or obstruction will be made, constructed, or permitted within the area of the permanent right-of-way and easement herein described without Grantee's prior written consent which consent shall not be unreasonably withheld, and Grantor shall be allowed after prior written notice to AT&T, to install roadways, driveways, parking areas, and /or landscaping, not to include trees, over the right-of-way and easement, provided Grantee shall have no obligation to pay for, maintain, repair or replace such improvements, and provided Grantor reimburses AT&T for all reasonable costs incurred by AT&T in connection with such improvements including but not limited to the installation of manholes.

Grantee, insofar as it is practicable to do so, shall place all communications systems cables at a sufficient depth at the time of construction so as not to interfere unreasonably with the ordinary cultivation of the right-of-way and easement and shall restore the surface of the ground, so far as is practicable, to its condition prior to the installation of the communication systems.

Grantee shall pay to Grantor a reasonable amount for actual damages to crops, timber, livestock, fences, tile drain, buildings, private roads and other improvements, caused by Grantee on said lands in the exercise of the rights herein granted.

All rights and obligations of Grantee under this instrument may be freely assigned or otherwise transferred by Grantee.

This instrument states the entire agreement between Grantor and Grantee and merges in this instrument all statements, representations and covenants heretofore made by either Grantor or Grantee, or any of their representatives, and any agreements or representations not incorporated herein are void and of no force or effect.

TO HAVE AND TO HOLD, the said right-of-way and easement to Grantee, its successors and assigns, forever, it being agreed that the right-of-way and easement hereby granted is appurtenant to and runs with the land herein described.

And the Grantor covenants that he is seized of the premises in fee and has the right to convey the same in fee simple, subject only to outstanding encumbrances, if any, of record, and that he will warrant and defend title to the premises against all claims.

IN WITNESS WHEREOF. Grantor has set his hand and seal this 24th day of November 1999.

GRANTEE:

AT&T CORP.
RIGHT OF WAY DEPT
PROMENADE ANNEX
1200 PEACHTREE ST., NE
ATLANTA, GA 30309

GRANTOR:

Edward & Irvin Schewe - An undivided 1/2 interest
Larry Larsen - An undivided 1/4 interest
Carolyn Larsen Lewis - An undivided 1/8 interest
Kathleen Larsen Ulrich - An undivided 1/8 interest

SIGNATURES ON FOLLOWING PAGE

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EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A

A strip of land sixteen and one half feet ($16\frac{1}{2}$) wide and approximately eight hundred twenty feet (820') long. The westerly boundary of said strip of land shall lie three feet (3') westerly of the first cable laid. Said cable shall be laid within twenty feet (20') of the westerly right-of-way line of 120th Street.

PARCEL B

A strip of land sixteen and one half feet ($16\frac{1}{2}$) wide and approximately one thousand two hundred seventy feet (1,270') long. The southerly boundary of said strip of land shall lie three feet (3') southerly of the first cable laid. Said cable shall be laid within sixty feet (60') of the southerly right-of-way line of Harrison Street.

PARCEL C

A strip of land sixteen and one half feet ($16\frac{1}{2}$) wide and approximately two thousand seven hundred fifty feet (2,750') long. The easterly and southerly boundary of said strip of land shall lie three feet (3') easterly and southerly of the first cable laid. Said cable shall be laid within twenty feet (20') of the easterly and southerly right-of-way line of Interstate Highway 80.