



GRANT

60-1883

MAC 1000-MSU
RETENTION CODE
02H-0609B

Received of AT&T Communications of the Midwest, Inc., an Iowa Corporation \$10.00

Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessors and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, lightguides, wires, conduits, manholes, drains, splicing boxes, repeaters, repeater housings, together with surface testing-terminals, markers, and other appurtenances,

upon, over and under a strip of land 16.5 feet wide across the land which the undersigned own or in which the undersigned have any interest in Tax Lot 7 in the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty Six (26), Township 14 North, Range 11 East of the 6th P.M.

FILED FOR RECORD 6-4-87 11:30 AM, 1987 Mac. 5.50
PAGE 1883 Roy O. Dowling REGISTER OF DEEDS, JAMES COUNTY, NE

Township of Richland, County of Sarpy, and State of Nebraska together with the following rights: Of ingress and egress to, from, and along lands adjacent to said strip for the purpose of constructing and maintaining communication systems within said strip; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction to cut all trees within ten feet thereof; and to install gates in any fences crossing said strip.

The Northerly & Westerly boundary of said 16.5 foot strip shall be a line parallel to and 13.5 feet Northerly & Westerly of the first cable or lightguide laid, which cable or lightguide shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves, their heirs, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree that the said cables or lightguides shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damages to fences and growing crops arising from the construction and maintenance of the aforesaid systems

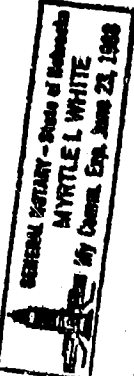
Signed and sealed this 13th day of June, 1987 at Omaha, Nebraska

Witness: SAPP BROTHERS, INC., a Nebraska Corporation
Signature: W.P. SAPP, REGISTER OF DEEDS, JAMES COUNTY, NE (SEAL)
Name Printed: W.P. SAPP
Signature: Roy O. Dowling, Secy (SEAL)
Name Printed: Roy O. Dowling (SEAL)
Signature: _____ Name Printed: _____ (SEAL)
Signature: _____ Name Printed: _____ (SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

On this 13th day of June, 1987, before me personally appeared Roy O. Dowling, who being by me duly sworn, did say that they are the President and Secretary, respectively of SAPP BROTHERS, INC. and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and that said W.P. SAPP and Roy O. Dowling instrument to be the free act and deed of said corporation. acknowledged said



Myrtle L. White
Notary Public

My commission expires: 6-23-88

09726

[Handwritten signature]