

28-256

*[Handwritten signature]*

1.00

Received of AMERICAN TELEPHONE AND TELEGRAPH COMPANY

ONE and no/100 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, lessees 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, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals and markers and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own:

The North Sixty-eight (68) feet of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Eight (8), Township 13 North, Range 12 East, County of Sarpy, State of Nebraska

together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place markers and surface testing-terminals beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of said strip, and during construction periods to so clear and use as required an additional fifteen feet on each side of said strip; to install gates and stiles in any fences crossing said strip. The south boundary of the said one rod strip shall be a line parallel to, and fifty-eight (58) feet south of the north line of said Section 8. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structures shall be erected or permitted on said strip. The grantees agree that the cables shall be buried to a minimum depth of four feet in order not to interfere with the ordinary cultivation of said strip and to lower said cables at their expense to accommodate any future terracing or grading requirements of the grantors and to pay damages for fences and growing crops arising from the construction and maintenance of the aforesaid system; further, that markers and surface testing-terminals shall be confined to road right of way lines. The company will secure permission from the tenant of the grantors upon said premises to concur and acquiesce in said easement of the grantors and will indemnify the grantors against all claims of damage by any tenant whatsoever against the grantors by reason of their granting said easement.

Signed and sealed this 4<sup>th</sup> day of May, 1961, at papillion, Nebraska.

WITNESS:

*[Handwritten signature: Karen L. Rahn]*

*[Handwritten signature: Matilda M. Marth]*  
Matilda M. Marth

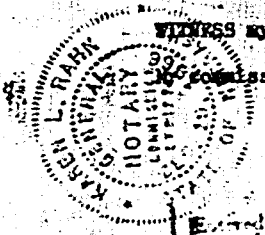
*[Handwritten signature: Christine S. Marth]*  
Christine S. Marth

STATE OF NEBRASKA

County of Sarpy ) ss

On this 4<sup>th</sup> day of May, 1961, before me, a Notary Public in and for said County, personally came the above named Matilda M Marth (single), and Christine S. Marth (single), who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and who severally acknowledged said instrument and the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal the date last aforesaid.



Commission expires on the 19<sup>th</sup> day of December, 1966.

*[Handwritten signature: Karen L. Rahn]*  
Notary Public

Filed in Numerical Index and Recorded in the Registry of Deeds, State of Nebraska, on the 16<sup>th</sup> day of June, 1961, at 10 A.M. Eastern Half County of Sarpy, Nebraska. 2<sup>02</sup>