

A. T. & T. CO.
L. L. DEPT.

APPROVED: *P. W. Howarth*
Right of Way Superintendent

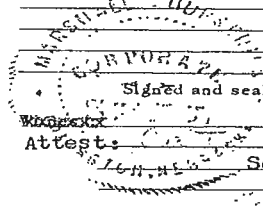
W 6 1024
93459L
12-60

\$10.00

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

Ten and no/100 Dollars, in consideration of which the undersigned hereby grant(s) and convey(s) 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, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest in the Southwest Quarter of the Southwest Quarter (SW¹/₄SW²/₄) of Section 17, Township 17 North, Range 10 East of the 6th P.M.

of _____, County of Washington, and 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 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 periods to so clear and to use as required an additional fifteen feet on each side of said strip; and to install gates and stiles in any fences crossing said strip. The northeasterly boundary of said one rod strip shall be a line parallel to and five feet northeasterly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned, or on adjacent lands. The undersigned for itself (s) (s) (s), its ~~successors and assigns~~ successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage to terraces fences and growing crops arising from the construction and maintenance of the aforesaid systems.

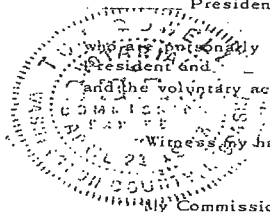


Signed and sealed this 15th day of February, 1961, at Arlington, Nebraska
Attest: _____ Secretary
Marshall's Nurseries (Seal)
by Carson Marshall (Seal)
President (Seal)

STATE OF NEBRASKA }
County of Washington } ss.

On this 15th day of February, 1961, before me, a Notary Public in and for said County, personally came the above named Catherine Boker Secretary and Vernon Marshall

President and _____ Secretary of MARSHALL'S NURSERIES
who are personally known to me to be the identical persons whose names are affixed to the above instrument as the President and _____ Secretary of said Corporation and acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said Corporation.



Witness by hand and Notarial Seal the date last aforesaid.
My Commission Expires the 21st day of April, 1963
Tom Danell Notary Public

204
State of Nebraska }
County of Washington } ss
Entered in Numerical Index and filed for record this 22 day of March A.D. 1961 at 1:58 clock P.M. and recorded in book 9 at page 144
Carson Marshall County Clerk
Deputy

Gen _____
Num _____
Compared _____
Carson Marshall