

Affects lots on East boundary of copper fields.

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

BOOK 378 PAGE 569 14-11-60
12-60

APPROVED

[Signature]
Right of Way Superintendent

\$ 7.00

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

ONE 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, licensees 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 masts, 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 East Half of the Southwest Quarter (Ea SW 1/4) Section Thirty-one (31),

Township 15 North of Range 11 East, County of Douglas 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 easterly boundary of said one rod strip shall be a line parallel to and five (5) feet easterly 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 them self (s) (we), their heirs, executors, administrators, 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 fences and growing crops arising from the construction and maintenance of the aforesaid system. Further, the first cable laid shall be located west of and within thirty (30) feet of the east line of said East Half of Southwest Quarter (Ea SW 1/4) except at the creek crossing between markers numbered 152 and 153 where cable shall circumvent to the west, a distance of approximately fifty (50) feet from said east line of East Half of Southwest Quarter; Box 113

Signed and sealed this 8th day of August, 1961, at Sikeston, Nebraska

Witness:

[Signature]
(Joe A. Felgen)

[Signature] (Seal)
(Rose E. Rohwer) (Seal)
[Signature] (Seal)
(George A. Rohwer) (Seal)

STATE OF Nebraska
COUNTY OF Douglas } ss.

STATE OF N
COUNTY OF } ss.

On this 7th day of August, 1961

On this day of 19

before me, a notary public in and for said County, personally came the above named Rose A. Rohwer and George A. Rohwer, wife and husband,

before me, a notary public in and for said County, personally came the above named

who is personally known to me to be the identical person whose name is affixed to the above instrument as grantor is and he acknowledged said instrument to be their voluntary act and deed.

who personally known to me to be the identical person whose name affixed to the above instrument as grantor and he acknowledged said instrument to be voluntary act and deed.

Witness my hand and notarial seal, the date last aforesaid.

Witness my hand and notarial seal, the date last aforesaid.

My commission expires on the 13 day of 1963

My commission expires on the day of 19

[Signature]
Notary Public.

Notary Public.

14. OFFERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
-6. DAY Oct 1961 AT 11:00 AM THOMAS J. O'CONNOR, REGISTER OF DEEDS 200