

MISCELLANEOUS RECORD No. 10

337

ALBERT STOLTENBERG & WF. :
TO :
AMERICAN TEL. & TELEGRAPH CO.:
Easement \$1.20 Pd. : 1

Filed October 3, 1940, at 11 o'clock A.M.

Bernice Deter
County Clerk

H459SU
3-40
\$5.00

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five 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, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in SW $\frac{1}{4}$ and NW $\frac{1}{4}$ Sec. 1, Township 13N R10-E, County of Sarpy and State of Nebraska, including 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; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly 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 lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

It is understood the use of the strip shall be so as not to interfere with cultivation. Grantors are not to be liable for any damage that might arise or happen to the property of the Telephone Company in any manner, shape or form.

Signed and sealed this 26th day of September, 1940, at Fort Crook, Nebraska.

Witness: C. I. Prather *****

* Documentary Internal Revenue Stamps* Albert Stoltenberg (Seal)
* \$.55 SERIES 1940 A.S. 9-26-40* Christina Stoltenberg (Seal)
***** (Seal)
(Seal)

STATE OF NEBRASKA)
Sarpy County) ss.

On this 26 day of Sept., 1940, before me, the undersigned C. R. Pearson, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Albert Stoltenberg and Christina Stoltenberg, his wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

C. R. Pearson Notary Public.

C. R. PEARSON NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JAN. 18, 1943 *

My commission expires: Jan 18 1943 19__

JAY B. WAINWRIGHT ETAL :
TO :
AMERICAN TEL. & TELEGRAPH CO.:
Easement \$1.20 Pd. :

Filed October 3, 1940, at 11 o'clock A.M.

Bernice Deter
County Clerk

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MISCELLANEOUS RECORD No. 10

undersigned or on lands adjacent thereto. The undersigned for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 28th day of September, 1940, at Gretna, Nebraska.

Witness: W. A. Snare
C. I. Prather

Jay B. Wainwright (Seal)
Irene Wainwright (Seal)
Pearl Hemphill (Seal)
Wm. Hemphill (Seal)
Maude Allbery John W. Allbery

STATE OF NEBRASKA)
Sarpy County) SS.

On this 28th day of September, 1940, before me, the undersigned W. A. Snare, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Jay B. Wainwright and Irene Wainwright, husband and wife, William Hemphill and Pearl Hemphill, husband and wife, John W. Allbery and Maude Allbery, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Seal the day and year last above written.

W. A. SNARE NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JAN. 15, 1942 *

W. A. Snare Notary Public.

My commission expires: January 15th 1942.

CAROLINE BORMAN :
TO :
AMERICAN TEL. & TELEGRAPH CO. :
Easement \$1.20 Pd. :

Filed October 3, 1940, at 11 o'clock A.M.

Prather
County Clerk

H459SH
3-40
\$5.00 Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA Five & 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, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in Section 17, Township 14N., R 12 E., County of Sarpy, and State of Nebraska, more particularly described as W $\frac{1}{2}$ NW $\frac{1}{4}$ and part of NW $\frac{1}{2}$ SW $\frac{1}{4}$ lying north of creek of aforesaid section hereinabove mentioned 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; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and three feet northerly 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 lands adjacent thereto. The undersigned for herself, her heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 25th day of September, 1940, at Papillion, Nebraska.

Witness: Corrinne A. Detweiler
George Klock

Caroline Borman (Seal)
(Seal)
(Seal)
(Seal)

STATE OF NEBRASKA)
Douglas County) SS.

On this 25th day of September, 1940, before me, the undersigned Corrinne A. Detweiler, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Caroline Borman, a single woman, to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and acknowledged the same to be her voluntary act and deed.

Witness my hand and Seal the day and year last above written.

CORRINNE A. DETWEILER NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES OCT. 3, 1940 *

Corrinne A. Detweiler
Notary Public.

My commission expires: October 3, 1940