

TELEPHONE EASEMENT

THIS INDENTURE, made this 22d day of April, 1953, between Don F. Pollock Properties, Inc., a Nebraska corporation; Mary A. Pollock Realty Company, a Nebraska corporation, and Empire City Utility Company, a Nebraska corporation, hereinafter called first party, and Northwestern Bell Telephone Company, an Iowa corporation, second party, witnesses that:

1. First party, to the extent to which their respective interests appear of record in Dodge County, Nebraska, in and to the real estate herein described, and in consideration of the sum of One Dollar and other valuable consideration paid by second party, the receipt whereof is hereby acknowledged, does hereby grant and convey to second party, its successors and assigns, an easement and right of way to enter upon and to construct, operate, maintain, improve, expand or remove telephone cables, conduits, wires, poles, and associated equipment, upon, over, or under the following described lands located in Empire City Subdivision, Dodge County, Nebraska, and in Tax Lot 5, hereinafter more particularly described:

The South 8 feet of each lot in Block 2, Washington Subdivision of Tax Lot 5 in the Southwest quarter of the Southwest quarter of Section 23, Township 17 North, Range 8 east of the 6th P.M., in the city of Fremont, Dodge County, Nebraska, including also the right to extend and maintain wires across that additional portion of Lot 6 in Block 2, reasonably required for pole alignment.

The East 8 feet of that part of Tax Lot 3 in Section 22, Township 17 North, Range 8 East of the 6th P.M., in Dodge County, Nebraska, lying North of the South boundary of said Tax Lot 5 and South of the North line of Empire Avenue in Tax Lot 3 as platted and recorded, and, in the case of Empire Avenue dedicated as a public road, provided however that this easement shall not grant the right to place any poles in Empire Avenue except as provided by the joint pole use agreement hereinafter referred to.

That part of said Tax Lot 3 dedicated as Empire Avenue, lying east of Empire City Subdivision, to the extent necessary to permit operations of second party under a certain joint pole use agreement of contemporaneous date herewith, it being intended in this subparagraph to refer to the right to maintain telephone lines along the North side of said portion of said Empire Avenue in conjunction with existing electric lines thereon.

The Northeasterly and Northerly 8 feet of Block 1; the Southerly and Southwesterly 8 feet of Lots 19 to 28 inclusive, Block 2; the Northerly and Northeasterly 8 feet of Lots 1 to 10 inclusive, Block 2; the Easterly and Northeasterly 8 feet of Lots 14

448
12
and 15, and the Easterly 8 feet of Lots 11, 12, and 13, all in Block 2; the Westerly 8 feet of Blocks 3 and 4; The easterly 8 feet of Lots 22 to 32 inclusive, and the westerly 8 feet of Lots 1 to 10 inclusive, in Block 5, and the Easterly 8 feet of Block 6, all in Empire City Subdivision, Dodge County, Nebraska.

The Northwesterly portion of Empire Avenue and the South portion of Jefferson Road, in said Empire City Subdivision, to the extent necessary to permit operations by second party in connection with the said joint pole use agreement.

TO HAVE AND TO HOLD said easements and rights of way unto second party, its successors and assigns, for the term of 30 years from the date of this instrument, and so long thereafter as second party, its successors and assigns, shall continue to operate a telephone communications system in Empire City Subdivision, and shall continue to maintain a joint pole agreement with Empire City Utility Company, its successors and assigns.

This easement however is subject to the following exceptions and provisions:

1. This grant shall not be construed to give second party the right to remove, or destroy any paving, sidewalks, or other utility installations located upon the real estate described herein, provided however that upon reasonable notice to Empire City Utility Company, its successors or assigns, second party shall have the right to remove necessary portions of paving or sidewalks temporarily for placing and repair of its installations, but upon completion of such work second party shall replace such portions of paving or sidewalk.

2. Upon the request of the owner of real estate servient to the easement in Tax Lot 5, second party shall upon reasonable notice move any pole or installation when such moving is reasonably necessary for business purposes of said owner in connection with the use of tax Lot 5 or a portion thereof, provided however that such request by the owner shall not operate or be effectuated to interfere unreasonably with the enjoyment of the easement over Tax Lot 5 herein granted.

3. The grantors of this easement do not warrant or represent that they are or any of them is lawfully in position to grant this easement in or over any public road or in any places in Empire City Subdivision except the rear eight feet of each lot.

IN WITNESS WHEREOF first party has severally caused these presents to be executed in their corporate names by their presidents and secretaries, and their respective corporate seals to be hereunto affixed the day and year first above written.

Empire City Utility Company

By *Don F. Pollock*
President

By *Mary A. Pollock*
Secretary

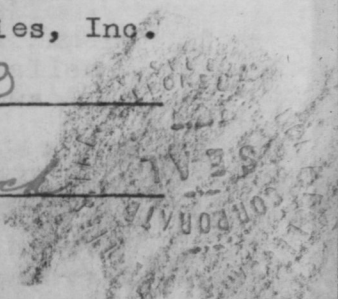


[Signature]

Don F. Pollock Properties, Inc.

By Don F. Pollock
President

By Mary A. Pollock
Secretary



[Signature]

Mary A. Pollock Realty Company

By Mary A. Pollock
President

By Don F. Pollock
Secretary



STATE OF NEBRASKA)
) ss
COUNTY OF DODGE)

On this 22 day of April, 1953, before me a Notary Public within and for said county, personally appeared Don F. Pollock and Mary A. Pollock, to me personally known, who, being each by me duly sworn, did say that they are respectively the president and secretary of Don F. Pollock Properties, Inc., and of Empire City Utility Company, corporations named in the foregoing instrument, and that Mary A. Pollock is the president and Don F. Pollock is the secretary of Mary A. Pollock Realty Company, a corporation named in the foregoing instrument, and that the seals affixed to said instrument are the corporate seals respectively of said corporations, and that they each severally, and as to each corporation, acknowledged said instrument to be their voluntary act and deed as officers of said corporations respectively, and to be the voluntary act and deed of each of said corporations.

[Signature]
Notary Public

My Commission expires:
August 30th, 1958

