

APPROVED: *[Signature]*
Right of Way Superintendent

AGREEMENT

RECEIPT is hereby acknowledged from the AMERICAN TELEPHONE AND TELEGRAPH COMPANY of the sum of Ten and 00/100ths (\$10.00), 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 a communication system consisting of an underground cable, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, and markers and other appurtenances, such appurtenances, however, specifically excluding buildings of any size or dimension 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 the Southeast Quarter, exclusive of existing highway right of way, Section Ten (10), Township Thirteen (13) North of Range Thirteen (13) East, County of Sarpy and State of Nebraska, together with the following rights: of ingress and egress over and across the land of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip when the same do not interfere with the use or enjoyment of said land by the undersigned; to clear and keep cleared, all trees, roots, brush and other obstructions from the surface and subsurface of said strip during construction periods to so clear and to use as required an additional fifteen (15) feet on each side of said strip, PROVIDED, HOWEVER, that said company will pay for the damage for the removal or damage to any trees so cleared; and to install gates and stiles in any fences crossing said strip. That the aforesaid will be subject to the following: All manholes placed on said strip will be in such place and manner as to not interfere with the use and enjoyment of said property by the undersigned for farming; that the undersigned may continue to farm said strip after the construction and in such manner as to not interfere with the easement hereby granted to the company; that if the company has to crosscut or go through or under the dike on said premises, any change cut or digging of said dike will be corrected with compacted earth of the necessary quality to maintain the effectiveness of said dike; that if the company needs to cross over or under any roadway on said premises, that, if possible, they will drill under the cement or other surfacing; or, if they cut the same, they will restore the same in a workman-like manner. The west and north boundary of said one rod strip shall be a line parallel to and five feet west and north, respectively of the said cable, 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 themselves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree that the said cable 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. The said one rod strip to be along east and south side of said property with the easterly and southerly boundaries coinciding with the westerly and northerly boundaries of Highway #75 and the County Road, respectively, as they now exist this date. Further, the Grantees shall lower said cable, at their expense, to accommodate any future terracing, grading and land leveling requirements of the Grantor.

SIGNED and sealed this 6 day of June, 1961,
at RFD #1, Fort Crook, Nebraska.

[Signature]
(Keith Williams)
[Signature]
(Loona Rahn Williams)

[Signature]
Witness

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska
[Signature] 24 day July 1961 at 10A M., Eather Ruff, County Clerk. 2 45

STATE OF NEBRASKA)
COUNTY OF Lincoln) ss.

On this 6 day of June, 1961, before me, a Notary Public in and for said County, personally came the above named Keith Williams and Leona Rahn Williams, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and they acknowledged said instrument to be their voluntary act and deed.

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

My commission expires on the 29 day of March

W. E. Black
Notary Public

