

*Check your lot!*

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\$ 5.00

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF NEBRASKA

Five and ~~one~~ <sup>10/100</sup> 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 any communication system or the portions may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface lastings, terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land where the undersigned owns or in which the undersigned have any interest in Section ~~8~~ Township ~~14N~~ <sup>14W</sup> County of ~~Platte~~ <sup>Platte</sup>, 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 poles in any fence 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 ~~these~~ <sup>their</sup> ~~use~~ <sup>use</sup> hours, 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 system.

It is understood the use of the strip shall be so far 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:

R. P. Prother

50

Albert Stoltenberg  
Subscribed & Acknowledged

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF NEBRASKA

Sarpy

County

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 person whose name is affixed to the foregoing instrument as grantor, 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.

My commission expires Jan 1941

15. Filed in Notarial Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska  
5 October 1940 M. J. O'Conor, Register of Deeds