

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

\$ 10.00

APPROVED *J. C. Beale*

Right of Way Superintendent

38-641  
961159  
2645PL  
12-80

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

TEN 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 markers, 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 North Half of the Northeast Quarter (N½ NE½), Section Twenty-nine (29).

Township 14 North of Range 11 East, County of Sarpy, and State of Nebraska, together with the following rights: Of ingress and egress over 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 at required an additional fifteen feet on each side of said strip; and to install gates and stiles in any fences crossing said strip. The northerly boundary of said one rod strip shall be a line parallel to and five (5) 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 adjacent lands. The undersigned for them self (ves), 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 systems.

Entered in Numerical index and Recorded in the Register of Deeds office in Sarpy County, Nebraska  
~ day (Oct 1961) at 10:55 AM Father Ruff, County Clerk, 175

Signed and sealed this 18th day of April, 1961 at EFD, Gretna, Nebraska

Witness: *Joe A. Figen*  
(Joe A. Figen)

PAID BY FIELDRAFT NO. K22456

*Keith E. Barkley* (Seal)  
*Arline J. Barkley* (Seal)  
*Charles H. Barkley* (Seal)  
*Sharon G. Barkley* (Seal)

STATE OF Nebraska  
COUNTY OF Sarpy

On this 18th day of April, 1961, before me, a notary public in and for said County, personally came the above named Keith E. Barkley and Arline J. Barkley, his wife; Charles H. Barkley and Sharon G. Barkley, his wife;

who I do personally know to be the identical person whose name is affixed to the above instrument as grantee 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 15th day of January, 1966

*Lia Beale*  
Notary Public.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, before me, a notary public in and for said County, personally came the above named \_\_\_\_\_

who I personally know to be the identical person whose name is affixed to the above instrument as grantee and he acknowledged said instrument to be voluntary act and deed.

Witness my hand and notarial seal, the date last aforesaid.  
My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Notary Public.