

A. T. & T. CO.
L. L. DEPT. BOOK
\$ 25.00

364 PAGE 138

APPROVED: *[Signature]*

Right of Way Superintendent

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93459L
12-80

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

Twenty Five and 00/100----- 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, 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, 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 Tax Lot Two(2) and Tax Lot Three (3) of Northwest Quarter(NW¼) and North Half of the Southwest Quarter(N½SW¼) all in Section Eighteen(18), Township Fifteen(15) North, Range Eleven(11) East,

of _____, County of Douglas, and State of Nebraska, 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 and during construction periods to so clear-and to use as required an additional fifteen feet on each side of said strip; and to install gates and stiles in any fences crossing said strip. The easterly boundary of said one rod strip shall be a line parallel to and five feet easterly 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 it self(s) (ves), its 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. The said first cable laid shall be located west of and within 16½ feet of the west boundary of the East Half of West Half of said Section 18

Signed and sealed this 7th day of February, 1961, at 4469 Farnum, Omaha, Nebraska

Witness: Attest:

[Signature] Secretary

Roberts Dairy Farms Incorporated

[Signature] President

STATE OF _____ } ss.
COUNTY OF _____ }

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

who personally known to me to be the identical person whose name affixed to the above instrument as grantor 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.

STATE OF _____ } ss.
COUNTY OF _____ }

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

who personally known to me to be the identical person whose name affixed to the above instrument as grantor 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.

STATE OF NEBRASKA } ss.
County of Douglas }

On this 7th day of February, 1961, before me, a Notary Public in and for said County, personally came the above named J. Gordon Roberts

President and C. J. Warner

Secretary of Roberts Dairy Farms Incorporated

who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and Secretary of said Corporation and acknowledged the instrument to be their voluntary act and deed

Witness my hand and Notarial Seal the date last aforesaid.

Commission Expires the 3rd day of May, 1962.

[Signature] Notary Public

11. 23 DAY March 1961 AT 12:34 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

2.35