

\$ 10.00

APPROVED:

*J. Schreiner*  
Right of Way Superintendent

86 11 57  
93489L  
12-60

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, 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 the Northwest Quarter (NW $\frac{1}{4}$ ), Section Seven (7),

Township 14 North of Range 11 East, 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 (5) 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 them self(f) (yes), 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. The first cable laid shall be located west of and within thirty (30) feet of the East boundary of said Northwest Quarter, except at a existing eroded area where cable will be so located to the west to circumvent said eroded area.

Signed and sealed this 9th day of May, 19 61, at RFD #1, Millard, Nebraska

Witness:

*J. R. Fugere*

*Herbert M. Schnack* (Seal)  
(Herbert M. Schnack) (Seal)  
*Bernice E. Schnack* (Seal)  
(Bernice E. Schnack) (Seal)

STATE OF Nebraska }  
COUNTY OF Douglas } ss.

On this 9th day of May, 19 61, before me, a notary public in and for said County, personally came the above named Herbert M Schnack and Bernice E. Schnack, husband and wife,

who are personally known to me to be the identical person S whose name s are affixed to the above instrument as grantor S 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, 19 66.

*W. A. Rivers*  
Notary Public.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

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.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.

17. 6-DAY Oct. 1961 AT 11:04 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

2.00