

APPROVED:

Right of Way Superintendent

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, WESTWOOD DEVELOPMENT COMPANY, a corporation, Grantor, for and in consideration of One Dollar (\$1.00), in hand paid by AMERICAN TELEPHONE AND TELEGRAPH COMPANY, Grantee, and the conditions defining of right of way location as hereinafter set forth and agreed to by Grantee, does hereby grant and convey unto said Grantee, 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 and markers, and other appurtenances, 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 South 514.2 feet of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Three (3), and the East 633 feet of the South 514.4 feet of the North 2090.6 feet of Section Three (3), both in Township Fourteen (14) North, Range Twelve (12) East of the 6th P. M., Douglas County, 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 gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other Company. The undersigned for itself, its successors and assigns, hereby covenants 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 systems.

The northerly boundary of said one rod wide strip shall be a line parallel to and three (3) 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. As the further consideration hereinabove referred to, the location of said right of way shall be

more definitely defined by a supplement to this easement to be made at such time, after the laying of the said first cable, that Grantor provides Grantee a metes and bounds description of the location of said right of way and easement, same to be determined through the cooperation of the Grantee staking the cable location and the Grantor surveying the right of way boundaries with relation thereto.

Signed and sealed this \_\_\_\_\_ day of August, 1964, at \_\_\_\_\_

WESTWOOD DEVELOPMENT COMPANY

ATTEST:  
[Signature]  
Secretary

[Signature]  
President

STATE OF Nebraska }  
County of Lincoln } ss.

On this 4 day of August, 1964, before me, a Notary Public in and for said County, personally came the above named \_\_\_\_\_

J.P. Rogers, \_\_\_\_\_ President and \_\_\_\_\_

L.A. Thibodeau, \_\_\_\_\_ Secretary of Westwood Development

Company, 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 and the voluntary act and deed of said Corporation.

Witness my hand and Notarial Seal the date last aforesaid.

[Signature]  
Notary Public

My Commission Expires the \_\_\_\_\_ day of August, 1967.