

\$ 5.00

APPROVED: [Signature]
for Right of Way Superintendent

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

FIVE 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 South 5 1/4 2/5 feet of the Northeast Quarter (NE 1/4), Section Three (3), and the West Half of the Southeast Quarter (W 1/2 SE 1/4), Section Three (3) all in

Township 14 North of Range 12 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 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 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 himself (ves), his 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.

Signed and sealed this 13th day of May, 1958, at 90th and "L", Omaha, Nebraska.
Witness: [Signature] (Joe A. Felgen) [Signature] (Frank E. Mercurio) (Seal)
[Signature] (Hazel J. Hoteling) (Hazel J. Hoteling) (Frank E. Mercurio) (Seal)
[Signature] (Seal)

PAID BY FIELD DRAFT NO. K17487

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 13th day of May, A. D. 1958, before me, the undersigned, Hazel J. Hoteling, Notary Public, duly commissioned and qualified for and residing in said County, personally came Frank E. Mercurio,

single man, _____, to me known to be the identical person whose name _____ is affixed to the foregoing instrument as grantor and acknowledged the same to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written

Hazel J. Hoteling (Notary Public)
(Hazel J. Hoteling)

My commission expires: Feb 1, 1963

RETURN TO:
American Telephone and Telegraph Company
P. W. Forsythe, Right of Way Superintendent
2435 Grand Avenue, Kansas City 8, Missouri



4 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA.
24 DAY June 1958 AT 12:49 P.M. THOMAS L. O'CONNOR, REGISTER OF DEEDS. 250