

Plat # 99

8.32 Murray: Beaver Lake Development Agreement for Buried Cable Installation

TELEPHONE EASEMENT DEED

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and for the purpose of effecting the installation underground of all telephone lines in the premises below described for the beautification of the premises and benefit of each property owner therein, BEAVER LAKE CORP. (hereinafter sometimes called "Owner"), owner and developer of the following subdivision or addition: BEAVER LAKE PLATS #1 through 6, inclusive; 8 through 16, inclusive; 20; 21; 22 and 24 (such subdivision or addition hereinafter sometimes called the "premises"), does hereby grant and convey to THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY (hereinafter sometimes called "The Telephone Company") easements and rights of access on, across and below the premises, described and conditioned as follows:

1. A nonexclusive permanent easement for the purpose of installing, repairing, maintaining, replacing and removing underground main telephone distribution feeder cable, together with aboveground service pedestals and other appurtenant underground and aboveground facilities and equipment to be located in the utility easement space shown on the plat of the premises recorded in the office of the Register of Deeds of Cass County, Nebraska, together with rights of reasonable access to and across the premises to carry out the purposes of the easement herein granted.

In the event it becomes necessary to repair, replace or remove all or any portion of said underground main telephone distribution feeder cable or appurtenant facilities and equipment, any damage to fences, walls, trees, shrubs or other planting in the easement space caused by such repair, replacement or removal shall not be the responsibility of The Telephone Company and shall be borne by Owner or his assigns.

2. It is understood and agreed by the parties and is a condition of the acceptance by The Telephone Company of the easement described in Paragraph 1 above as follows:

That prior to and as a prerequisite of The Telephone Company excavation for and installation of such main telephone distribution feeder cable, Owner shall establish all final grades, plus or minus one (1) foot, along the route of said main feeder cable as designated by The Telephone Company, shall have all lot corners adjacent to said route clearly staked, and shall notify The Telephone Company in writing the date for paving or other hard surfacing in the premises

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that will extend over said route as far as reasonably possible in advance of the construction of the paving or other hard surfacing, but in no event less than one (1) week prior thereto. In the event such notification is not given as above provided Owner shall pay to The Telephone Company any additional expenses incurred for crossing hard surfaced areas over and above normal expenses.

3. It is understood and agreed by the parties and is a condition of the acceptance by The Telephone Company of the easements described in Paragraph 3 above that prior to and as a prerequisite of The Telephone Company's furnishing telephone service to any residence or other building constructed on the premises, Owner shall do the following:
 - (a) The then lot owner shall excavate or cause to be excavated, a trench for the installation by The Telephone Company of underground telephone service cable and appurtenant facilities connecting said main telephone distribution feeder cable to any residence or other building which is to receive telephone service, which trench will be excavated along a route designated by The Telephone Company and shall be constructed and maintained in a manner suitable for such installation;
 - (b) All final grades, plus or minus one (1) foot, shall be established by the then lot owner along the route of the underground service facilities trench prior to the installation of the telephone service facilities; Owner shall give The Telephone Company at least twenty-four (24) hours' notice of the time and place of any trench excavation.
4. It is further understood and agreed that this Easement Deed is not to be interpreted or construed to prevent or restrict the use of the easements herein granted for above-ground distribution facilities and equipment where, in the opinion of The Telephone Company, aboveground facilities and equipment are the most practicable way of providing telephone service to the premises or any part thereof.
5. The rights and easements granted herein shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto and the rights and easements granted herein shall be perpetual and shall run with the land constituting the premises and the lots into which the premises are divided.

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5. (Continued)

The rights and obligations of Owner shall inure to the benefit of and be binding upon any owner of any lot or larger part of the premises, including the Owner herein, only while he or it owns such lot or larger part of the premises and only to the extent such lot or larger part of the premises is affected by any right and easement granted herein.

IN WITNESS WHEREOF we have executed these presents on this 15 day of January, 1973.

Beaver Lake Corp.
Owner

Barbara Slaughter Secy

By: Kenneth F. Gorman Pres
Title:



THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY

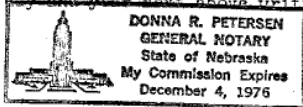
By: [Signature]

By: [Signature]
Vice President

STATE OF NEBRASKA)
COUNTY OF Douglas) SS,

On this 15th day of January, 1973, before me, the undersigned, a Notary Public in and for said County, personally came Kenneth F. Gorman, President; and Barbara Slaughter, Secretary, of Beaver Lake Corp., a Corporation, to me personally known to be such officer and the identical person whose name is affixed to the above easement deed and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation and that the Corporate Seal of said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha on the [blank] day of [blank], 1973.



[Signature]
Notary Public

My Commission expires:

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STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS

On this 2nd day of November, 1972, before me, the undersigned, a Notary Public in and for said County, personally came Tyler Ryan, Vice President, of THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY, a Corporation, to me personally known to be such officer and the identical person whose name is affixed to the above easement deed and acknowledged the execution thereof to be this voluntary act and deed as such officer and the voluntary act and deed of said Corporation and that the Corporate Seal of said Corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Lincoln on the day and year next above written.



Maureen K. Souquet
Notary Public

Commission expires: February 28, 1974.

2-20-73 8:45
FILED FOR RECORD 2-20-73 P. M. IN BOOK 15 OF Miss
PAGE 30 REGISTER OF DEEDS, CASS CO., NEBR.

Fee \$ 55.75

COMPARED

Billy P. Higgins

Doc. # 99