

21391

TELEPHONE AND TELEVISION 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 and television distribution lines in the premises below described for the beautification of the premises and benefit of each property owner therein,

THE COMMONWEALTH COMPANY
(hereinafter sometimes called "Owner"), owner and developer of the following subdivision or addition: HERITAGE HEIGHTS SECOND ADDITION
(such subdivision or addition hereinafter sometimes called the "premises"), does hereby grant and convey to THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY and T-V TRANSMISSION INC. (hereinafter sometimes called "Telephone and TV Companies") 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 and an underground main television distribution system, together with above ground service pedestals and other appurtenant underground and above ground 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 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 main television distribution system or appurtenant facilities and equipment, any damage to fences, walls or other improvements, trees, shrubs, or other planting in the easement space caused by such repair, replacement or removal shall not be the responsibility of Telephone and TV Companies 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 Telephone and TV Companies of the easement described in Paragraph 1 above as follows:

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

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cable and distribution system lying under any such paving or other hard surfacing.

3. Nonexclusive permanent easements for the purpose of installing, repairing, maintaining, replacing and removing underground telephone and television service cable and appurtenant facilities to residence or other buildings constructed on the premises, such easements being five (5) feet in width and extending from the easement space granted in Paragraph 1 above for the underground main telephone distribution feeder cable and main television distribution system to such residences or other buildings on the lots into which the premises are divided along routes designated by Telephone and TV Companies, together with rights of reasonable access to and across the premises to carry out the purposes of the easements herein granted.

In the event it becomes necessary to repair, replace or remove all or any portion of said underground telephone and television service cable or appurtenant facilities, any damage to fences, walls or other improvements, trees, shrubs or other planting in the easement space caused by such repair, replacement or removal shall not be the responsibility of Telephone or TV Companies and shall be borne by Owner, or his assigns; provided, however, that Owner, or any assign whose lot or lots is affected by the necessity for such repair, replacement or removal may have the right to designate and provide a reasonably located alternative route across and under any lot so affected for the installation of replacement service cable or facilities, and further provided that said alternative route does not conflict with other underground facilities or reasonable utility practices and does not violate the National Electrical Safety Code or any applicable ordinances or laws.

4. It is understood and agreed by the parties and is a condition of the acceptance by Telephone and TV Companies of the easements described in Paragraph 3 above that prior to and as a prerequisite of Telephone and TV Companies' furnishing telephone and television service to any residence or other building constructed on the premises, Owner shall do the following:

(a) Owner shall excavate, or cause to be excavated, a trench for the installation by Telephone and TV Companies of underground telephone and television service cable and appurtenant facilities connecting said main telephone distribution feeder cable and main television distribution system to any residence or other building which is to receive telephone and television service, which trench will be excavated along a route designated by Telephone and TV Companies and shall be constructed and maintained in a manner suitable for such installation;

(b) It is contemplated that such underground telephone and television service facilities will be installed in a common trench with electrical service facilities, and in such case, the service facility trench will be excavated at such width and depth as will permit the installation of the telephone, television and electrical service facilities in such trench to comply with the National Electrical Safety Code and applicable ordinances and laws; if for any reason a common trench is not or cannot be excavated, the trench for the telephone and television service facilities shall be at least two (2) inches wide and

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at least twenty-four (24) inches deep as measured from final grades, or as may be directed by Telephone and TV Companies; Owner agrees to backfill said trench and to finish and compact said backfill in a manner which protects the telephone and television facilities from damage and to perform such backfilling immediately after the installation of the telephone and television service facilities by Telephone and TV Companies;

(c) All final grades, plus or minus one (1) foot, shall be established by Owner along the route of the underground service facilities trench prior to the installation of the telephone and television service facilities; Owner shall give Telephone and TV Companies at least twenty-four (24) hours notice of the time and place of any trench excavation.

5. 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 Telephone and TV Companies, above ground facilities and equipment are the most practicable way of providing telephone and television service to the premises or any part thereof.

6. 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. 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 21ST day of SEPTEMBER, 1973.

THE COMMONWEALTH COMPANY
Owner

By: [Signature]
Title: President

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THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY

Attest:

By: Robert C. Wood
Assistant Secretary

By: Thomas C. Wood
Title: President

T-V TRANSMISSION INC.

By: Robert C. Wood
Assistant Secretary

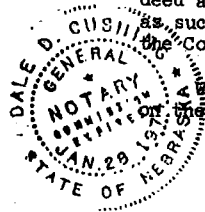
By: Houghton Furr
Title: Vice President-Treasurer

STATE OF NEBRASKA
COUNTY OF LANCASTER) SS

On this 21 day of October, 1973, before me the undersigned Notary Public in and for said County, personally came

D. E. Cipple
President, of The Commonwealth Co

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 Lincoln, Nebraska on the day and year next above written.

Dale D. Cusick
Notary Public

My Commission expires:

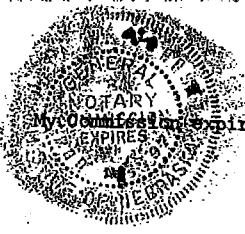
STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS

On this 16 day of October, 1973, before me the undersigned, a Notary Public in and for said County, personally came

Thomas C. Wood, Jr., 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 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 Lincoln on the day and year next above written.

Marietta W. Sawyer
Notary Public

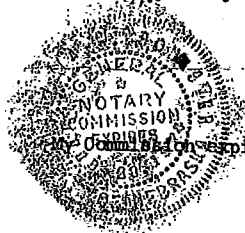


My Commission Expires: February 28, 1974

STATE OF NEBRASKA }
COUNTY OF LANCASTER } SS

On this 26th day of October, 1973, before me, the undersigned, a Notary Public in and for said County, personally came Houghton Furr, Vice President - Treasurer of T-V TRANSMISSION INC., 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 Lincoln on the day and year above written.



Mairiel G. Songster
Notary Public

Commission Expires: February 28, 1974.

INDEXED
MICRO-FILED
GENERAL
32-18-22-26-30
32-34-38-42-46-50
Misc.

LANCASTER COUNTY NEBR.
REGISTER OF DEEDS
1973 NOV - 1 AM 10:06
ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:
INST. NO. 79: 21391
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Daniel Conrath, Supervisor

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