

34

EXHIBIT B

TELEVISION EASEMENTS, RESTRICTIONS,
AND RIGHTS OF ACCESS

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 obtaining the installation of all television lines in the subdivision below ground for the beautification of the subdivision and benefit of each property owner therein,

THE HUNTINGTON CORPORATION

(hereinafter referred to as "Owner"),

owner and developer of the following property:

HUNTINGTON FIRST ADDITION

(all of such property being hereinafter referred to as the "premises"), does hereby grant and convey to THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY (hereinafter referred to as "Telephone Company") easements and rights of access on, across and below the premises, such easements and rights of access being described as follows:

1. Easements (in addition to those easements previously dedicated to Telephone Company) for the purpose of installing, repairing, maintaining, removing and replacing above ground facilities and an underground master television distribution system, together with above ground service pedestals and other above ground and below ground facilities and appurtenances, used in connection with such master television distribution system and above ground television facilities, the boundaries and locations of such easement being as follows:

As described in the plat dedication of the Huntington First Addition to the City of Lincoln and recorded in Book #8, Page 16 at the Register of Deeds Office in Lincoln, Nebraska.

34
together with rights of reasonable access thereto and across all of the premises for the purpose of installing, repairing, maintaining, removing and replacing said Master Television Distribution System and above ground television facilities. Owner further agrees that if it becomes necessary to repair, maintain, remove or replace said Master Television Distribution System or any portion thereof, the damage to trees, shrubs or plants shall be borne by Owner.

2. Easements for the purpose of installing, repairing, maintaining, removing and replacing above-ground television service facilities and underground television service facilities, together with above-ground service pedestals and other above-ground and below-ground facilities and appurtenances used in connection with such under-ground television service facilities and above-ground television facilities, into all residence building constructed on the premises, such easements being five (5) feet in width and extending from the aforementioned master television distribution system and above-ground television facilities to such residence buildings along routes and lines designated by Telephone Company, together with rights of reasonable access thereto and across all of the premises for the purpose of installing, repairing, maintaining, removing and replacing said under-ground television service facilities and above-ground television facilities. Owner further agrees that if it becomes necessary to repair, maintain, remove or replace said underground television service facilities, the damage to trees, shrubs or plants shall be borne by Owner except that Owner may have the right to designate and provide an alternative route across its property of the installation of a replacement facility, provided that said alternative route does not conflict with other underground

34

facilities or reasonable utility practices and does not violate the National Electrical Safety Code or any applicable ordinances or laws, and, in addition, Owner covenants and agrees prior to and as a prerequisite of Telephone Company furnishing television service to any building constructed on the premises, Owner shall do the following:

Owner will construct and provide, or cause to be constructed and provided, a trench for the installation of underground television service facilities connecting said master television distribution system to the building which is to receive television service. Such under-ground service facility trench shall be at least two (2) inches wide and at least twenty-four (24) inches deep as measured from final grades, or less as may be directed by Telephone Company engineers. Such under-ground service facility trench shall be routed along lines and boundaries as may be directed by Telephone Company engineers. Owner agrees to construct and maintain such trench in a manner suitable for installation by Telephone Company of the underground service facility. All final grades, plus or minus one (1) foot, will be established by Owner along the route of the underground service facility trench prior to the installation of the television service facility. Owner agrees to backfill said trench and to finish and compact said backfill in a manner which protects cables and associated equipment from damage and to perform said backfilling immediately after the installation of such underground television service facility by Telephone Company.

Owner agrees to establish the schedule for the ditching and installation of the underground service facility. Owner agrees to give Telephone Company at least twenty-four (24) hours' notice of the time and place of any ditching operations. Owner agrees to reimburse Telephone Company for the cost of extra labor, material or any other extra costs which Telephone Company may suffer because of the existence of paved streets, curbs, walks or other structures above or below ground along the route of the underground television service facility.

and Telephone Company shall not be obligated to furnish any television service to any building constructed on the premises until the Owner of the building fully performs the covenants and agreements set forth above as to such building.

Owner agrees to reimburse Telephone Company for any cost of repairing or replacing any part or all of said master television distribution system or said underground television service facilities because of damage done to said master television distribution system or said underground television service facilities

34

subsequent to their installation as a result of ditching, backfilling, grading or other construction or development operations.

The rights, privileges and easements granted and reserved herein shall inure to the benefit of and be binding upon the successors and assigns of the parties herein named and the rights, privileges and easements granted herein shall be perpetual and shall run with the property known as the premises.

Attest: (CORPORATE SEAL)



[Signature] By [Signature]

SS:

On this 15th day of March, 1966, before me, the undersigned, a Notary Public in and for said County, personally came Richard W. Agre, President, and Carlouis G. Agre, Secretary of Huntington Corporation, to me personally known to be the President and the Secretary and the identical persons whose names are affixed to the above conveyance, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Lincoln, Nebraska in said County the day and year first above written.



Marieta H. Songster
Notary Public

My Commission expires: Febr. 28, 1970

INDEXED 28-109, 111, 113, 117
GENERAL 119, 123
COMPARED mic
PAGED

\$7.50

LANCASTER COUNTY NEBRASKA
ENTERED IN NUMERICAL INDEX
FILED FOR RECORD IN
BOOK

1966 MAR 29 PM 2:13

Kenneth L. Ferguson
REGISTER OF DEEDS

34

T + T. C. Env