

*Dec 96*

FILED FOR RECORD *10-11-74* AT *11:30* M. IN BOOK *17* OF *Missouri*

PAGE *43* *Betty Philpot* REGISTER OF DEEDS, CASS CO., NEBR.

COMPARED

TELEPHONE EASEMENT DEED

*49.75*

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 distribution lines in the premises below described for the beautification of the premises and benefit of each property owner therein, KENDEL CORPORATION (hereinafter sometimes called "Owner"), owner and developer of the following subdivision or addition: KENDEL HEIGHTS (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 on 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 Telephone Company easement, ten (10) feet along the rear lot line, all Lots 1-44, inclusive, and ten (10) feet along the north lot line of Lot 44, 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 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 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's 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 hardsurfacing in the premises that will extend over said route as far as reasonably possible in advance of the construction of the paving or other hardsurfacing, 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 hardsurfaced areas over and above normal expenses.

8.22 Plattsmouth: Telephone Easement for Kendel Heights

3. 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 aboveground 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.

4. 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 11 day of Oct, 19 74.

Kendel Corp  
Owner

By: Ernest Stoll  
Title:

THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY

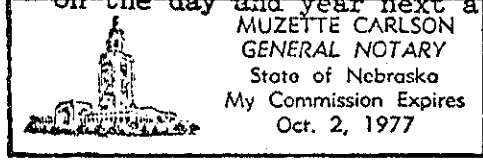
Attest  
By: [Signature]

By: Haughton Furr  
Title: Vice President-Treasurer

STATE OF NEBRASKA )  
COUNTY OF Waguer ) ss,

On this 17th day of October, 1974, before me, the undersigned, a Notary Public in and for said County, personally came [Signature], of [Signature], a corporation, to me personally know 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 [Signature] on the day and year next above written.

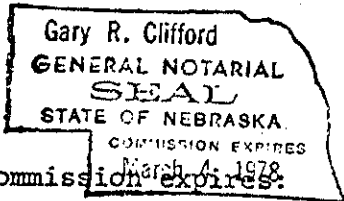


[Signature]  
Notary Public

My Commission expires:  
STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss,

On this 30th day of September, 1974, before me, the undersigned, a Notary Public in and for said County, personally came Haughton Furr, 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.



[Signature]  
Notary Public

My Commission expires:  
March 4, 1978