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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,

F. PACE WOODS II
(hereinafter sometimes called "Owner"), owner and developer of the following subdivision or addition: SKYLINE ROLLING HILLS FIRST 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 LANCASTER County, Nebraska, together with rights of reasonable access to and across the premises to carry out the purposes of the easement herein granted, *A copy of which plat is attached and made a part of the Agreement.*

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:

OR HIS ASSIGNS AND

(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 back-fill 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.

X 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.~~ *John W* *Stuy*

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 11th day of February, 1974.

John W. [Signature]
Owner

By: _____
Title: _____

Attest:

By: [Signature]
Secretary

By: Thomas C. Woods
Title: President

T-V TRANSMISSION INC.

[Signature]

By: [Signature]
Title: Vice President

STATE OF NEBRASKA)
COUNTY OF _____) SS

On this _____ day of _____, 19____, before me the under-
signed, a Notary Public in and for said County, personally came _____

_____, of _____
_____, ~~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 _____
on the day and year next above written.

Notary Public

My Commission expires:

STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS

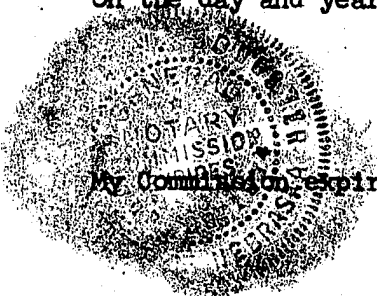
On this 7th day of January, 1974, before me the under-
signed, a Notary Public in and for said County, personally came _____

Thomas C. Woods, 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.

[Signature]
Notary Public

My Commission expires: February 28, 1974.



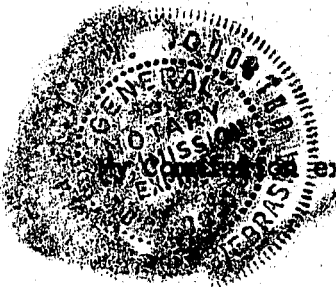
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STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS

On this 7th day of January, 1974, before me, the undersigned, a Notary Public in and for said County, personally came James E. Geist, Vice President, 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.

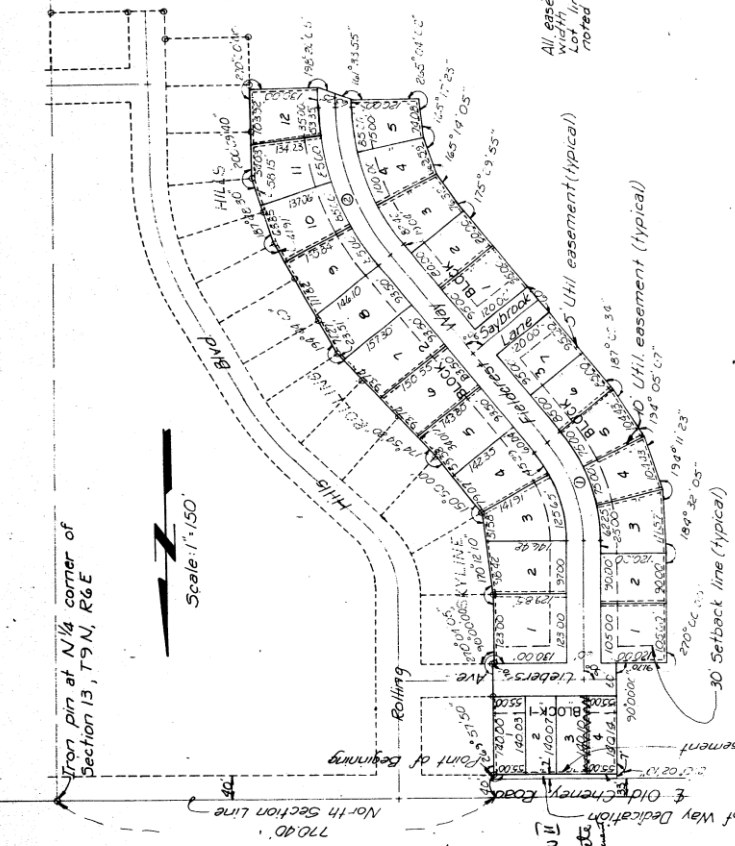
Marietta M. Souther
Notary Public



Commission expires: February 28, 1974

INDEXED 82-116
MICRO-FILED 186
GENERAL

SKYLINE ROLLING HILLS FIRST ADDITION



Curve Data
 $\Delta = 39^\circ 51' 10''$
 $T = 100.00$
 $D = 20770.0429'$
 $L_c = 191.87'$
 $\Theta A = 38^\circ 54' 35''$
 $T = 100.00$
 $R = 424.65'$
 $D = 134924.71'$
 $L_c = 288.38'$

DEDICATION
 The foregoing plat Skyline Rolling Hills First Addition a subdivision of a portion of Lot 24 in the NW quarter of section 13, T9N, R6E of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described as follows, commencing at the N 1/4 corner of said section 13, thence N89°06'30"W along the North line of said section 13 a distance of 770.40 feet, thence S0°51'20"W a distance of 33.00 feet to the point of beginning, said point being the NE corner of Lot 24 of section 13, T9N, R6E, thence S0°51'20"W a distance of 207.00 feet, thence N89°06'35"W a distance of 170 feet, thence S0°55'25"W a distance of 123.00 feet, thence S8°52'25"E a distance of 150.00 feet, thence S39°02'25"E a distance of 138.65 feet, thence S43°08'03"E a distance of 245.00 feet, thence S28°23'25"E a distance of 225.00 feet, thence S20°34'55"E a distance of 127.00 feet, thence S00°05'15"E a distance of 157.95 feet, thence S89°54'05"W a distance of 130.00 feet, thence N71°59'10"W a distance of 63.25 feet, thence S89°54'45"W a distance of 120.00 feet, thence N5°01'13"W a distance of 5.89'54.45"W a distance of 120.00 feet, thence S8°52'25"E a distance of 150.00 feet, thence N79°43'50"W a distance of 69.59 feet, thence N39°29'45"W a distance of 76.32 feet, thence N38°59'50"W a distance of 415.00 feet, thence N31°57'16"W a distance of 104.43 feet, thence N17°52'09"W a distance of 104.43 feet, thence N3°40'45"W a distance of 111.57 feet, thence N0°51'20"E a distance of 195.00 feet, thence S89°08'40"E a distance of 91.70 feet, thence N0°51'20"E a distance of 207.14 feet, thence S89°06'30"E a distance of 220.00 feet to the point of beginning, said tract contains 9.581 acres. This Dedication is made with the free consent and in accordance with the desire of the undersigned owner and proprietor and the easements shown thereon are hereby granted in perpetuity to the City of Lincoln, Nebraska, the Lincoln Telephone and Telegraph Co and other public utilities, their successors and assigns to construct, operate, maintain, repair and replace storm sewers, sanitary sewers, water mains, conduits, buried cables, wires, poles and all appurtenances thereto, over, upon or under the easements as shown on the foregoing Plat, the streets shown thereon are hereby dedicated to the use of the Public.

Witness our hands this 27th Day of SEPT 1973
 F. Pace Woods II
 F. Pace Woods II - Owner

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska
 Lancaster County

On this 27th day of September, A.D., 1973, before me, a Notary Public duly commissioned, qualified for and residing in said County and State, personally came F. Pace Woods II, owner, who is personally known to me to be the identical person whose name is affixed to the Dedication of this Plat and he acknowledged the execution thereof to be his voluntary act and deed as said owner.

F. Pace Woods II
 Notary Public

My Commission expires on the 10th Day of August, A.D., 1975

ACCEPTANCE

The foregoing Plat and dedication was approved and accepted by the City Council of the City of Lincoln, Nebraska by Ordinance No. 10273, passed the 3rd Day of December, 1973.

[Signature]
 Attest
 City Clerk

[Signature]
 Attest
 Chairman

JOHN E. OLSSON & ASSOCIATES
 ENGINEERS
 DIVISION 2293
 SHEET 1 OF 1

SURVEYORS CERTIFICATE

I hereby certify that I have accurately surveyed the boundary of the subdivision described herein and that iron pipe monuments have been placed at all boundary corners, street intersections, block corners and center-line points of tangency. The Subdivider (Owner) will furnish to the City of Lincoln a staking bond to insure the placing of iron pipe at all lot corners within the subdivision to be known as Skyline Rolling Hills First Addition. All dimensions are chord measurements unless otherwise shown and are in feet and decimals of a foot.

Carl W. Boehlstafer
 Land Surveyors Number
65-248

28 Sept 1973
 Date

PROJECT #1755
 SHEET #1755