

## 47 EXHIBIT C

TELEPHONE AND 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 telephone utility lines and television lines in the subdivision below ground for the beautification of the subdivision and benefit of each property owner therein, SOUTHWOOD, INC. OF LINCOLN, (hereinafter referred to as "Owner"), owner and developer of the following property: Southwood First Addition to the City of Lincoln, Nebraska, (all of such property being hereinafter referred to as the "premises"), does hereby grant and convey to THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY AND T-V TRANSMISSION INC. (hereinafter referred to as "Telephone and TV Companies") 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 television distribution system, together with above ground service pedestals and other above ground and below ground facilities and appurtenances, used in connection with such television distribution system and above ground television facilities, the boundaries and locations of such easement being as follows: All television easement

shall be located on the easements dedicated to the Telephone Company for the premises and recorded on Page B, Book 69, of Plats at the Lancaster County Courthouse at Lincoln, Nebraska, together with rights of reasonable access thereto and across all of the premises for the purpose of installing, repairing, maintaining, removing and replacing said underground telephone main distribution feeder cable and television distribution system and above ground telephone facilities. Owner further agrees that if it becomes necessary to repair, maintain, remove or replace said underground telephone main distribution feeder cable or 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 telephone and TV service facilities and underground telephone and TV service facilities, together with above ground service pedestals and other above ground and below ground facilities and appurtenances used in connection with such underground telephone service facilities and above ground telephone facilities, into all residence buildings constructed on the premises, such easements being five (5) feet in width and extending from the aforementioned underground telephone main distribution feeder cable and television distribution system and above ground telephone and television facilities to such residence buildings along routes and lines designated by Telephone and TV Companies, together with rights

of reasonable access thereto and across all of the premises for the purpose of installing, repairing, maintaining, removing and replacing said underground telephone and TV service entrance facilities and above ground telephone and TV facilities. Owner further agrees that if it becomes necessary to repair, maintain, remove or replace said underground telephone and TV 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 replacement facilities, 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,

and, in addition, Owner covenants and agrees prior to and as a prerequisite of Telephone and TV Companies furnishing telephone and 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 telephone and television service facilities connecting said telephone main distribution feeder cable and television distribution system to the building which is to receive telephone and television service. Such underground 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 and TV Company Engineers. Such underground service facility trench shall be routed along lines and boundaries as may be directed by Telephone and TV Company Engineers. Owner agrees to construct and maintain such trench in a manner suitable for installation by Telephone and TV Companies 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 facilities trench prior

to the installation of the telephone and TV service facilities. 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 telephone and TV service facilities by Telephone and TV Companies.

Owner agrees to construct and provide, or cause to be constructed and provided, an entrance conduit into each residence building. Such entrance conduits shall be constructed at the juncture of each service facility trench and the residence building according to the drawing attached hereto and labeled Exhibit B. Owner agrees to complete each entrance conduit prior to Owner's construction of the underground service facility trench and prior to the installation of the underground service facilities by Telephone and TV Companies, which are to utilize the entrance conduit.

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

and Telephone and TV Companies shall not be obligated to furnish any telephone or TV 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.

Except where Telephone and TV Companies agree to other standards as to particular individual facilities, Owner agrees to install all power service facilities according to and in conformity with the following standards:

"Power service facilities installed below ground must be installed so as to maintain either a minimum of one (1) foot separation from any telephone or television service facilities or be enclosed in galvanized steel conduit at every point within one (1) foot of the telephone or television service facilities."

Owner agrees to reimburse Telephone and TV Companies for any cost of repairing or replacing any part or all of said telephone main distribution feeder cable, television distribution system or said underground telephone and television service facilities because of damage done to said telephone main distribution feeder cable, television distribution system or said underground telephone and television service facilities 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 premises known as the premises.



(CORPORATE SEAL)

SOUTHWOOD, INC. OF LINCOLN

Lloyd J. Martz  
Secretary

By Ervin E. Peterson  
President

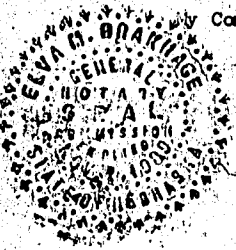
STATE OF NEBRASKA )  
                          ) S3:  
COUNTY OF LANCASTER )

On this 15<sup>th</sup> day of December, 1967, before me, the undersigned, a Notary Public in and for said County, personally came Ervin E. Peterson, President, and Lloyd J. Martz, Secretary of Southwood, Inc. of Lincoln 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 Neb in said County the day and year first above written.

Elena M Buskirk  
Notary Public

Commission expires: Apr. 2, 1969



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LINCOLN COUNTY, NEBRASKA  
ENTERED IN MISCELLANEOUS INDEX  
FILED FOR RECORD IN  
Miscel. BOOK 110 Page

1967 DEC 13 PM 3:04

Richard L. Ferguson

REGISTER OF DEEDS

\$16.75

Spokane Falls