MAGLIMANEOUS RECORD NO 91 1

EXHIBIT B TELEPHONE EASEMENTS, RESTRICTIONS, AND RIGHTS OF ACCESS

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In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is nereby acknowledged, WEDGEWOOD MANOR, INC., a corporation (nereinafter referred to as "Owner"), owner and developer of Wedgewood Manor First Addition, does hereby grant and convey to THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY (nereinafter referred to as "Telephone Company") easements and rights of access on, across and below Wedgewood Manor First Addition, a residential subdivision of Lincoln, Nebraska, such easements and rights of access being described as follows:

 Easements for the purpose of installing, repairing, maintaining, removing and replacing an underground telephone main distribution feeder cable, together with above-ground service pedestals and other above-ground and below-ground facilities and appurtenances, used in connection with such main distribution feeder cable, the boundaries and locations of such easements being as follows:

> Eight feet wide along the north lot lines of Lots 1 through 9, inclusive; eight feet wide along the north 33 feet of the east lot line of Lot 6; ten feet wide being five feet on each side of lot lines common to Lots 4 and 5, 8 and 9; five feet wide along the east lot line of Lot 1, all of Block 1.

Eight feet wide along the north lot lines

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of Lots 1 through 4, inclusive; eight feet wide along the west lot line of Lot 4; ten feet wide being five feet on each side of a line extending from the northeast corner of Lot 4 to a point on the southerly property line of Lot 5 that lies 110 feet northwest of the southernmost corner of said Lot 5; ten feet wide being five feet on each side of the lot lines common to Lots 2 and 3, all of Block 2.

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Five feet wide along the east lot lines of Lots 1 through 15, inclusive, all of Block 3 and five feet wide along the westerly property line of Outlot A.

Five feet wide along the west lot line of Lots'l through 13, inclusive; five feet wide along the east lot lines of Lots 20 through 30, inclusive; ten feet wide being five feet on each side of the lot lines common to Lots 14 and 16, 16 and 17, 17 and 19, all of Block 4.

Five feet wide along the west lot line of Lots 1 through 12, inclusive; five feet wide along the east lot lines of Lots 17 through 28, inclusive; ten feet wide being five feet on each side of the lot lines common to Lots 12 and 14, 14 and 15, 14 and 16, all of Block 5.

Ten feet wide being five feet on each side of the rear lot lines of Lots 2 through 12 and 16 through 27; ten feet wide being 5 feet on each side of the lot lines common to Lots 1 and 27, 12 and 14, 14 and 16, 14 and 15, all of Block 6.

Eight feet wide along the east lot line of Lots 1 through 14, inclusive; ten feet wide being five feet each side of the lot line common to Lots 2 and 3, all of Block 7.

Five feet wide along the west lot line of Lots 2 through 10, inclusive; five feet wide along the east lot line of Lots 14 through 22, inclusive; ten feet wide being five feet on each side of the lot lines common to Lots 23 and 24, 22 and 23, 22 and 24, 2 and 24,

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THE REAL PROPERTY OF

1 and 2, 10 and 12, 12 and 14, 12 and 13, all of Block 8.

Eight feet wide on Lots 1 through 22, inclusive, along the lot lines of Lots 1 through 22 where they are common to the lot line of Lot 24; eight feet wide on Lot 9 beginning at the southeast corner of said Lot 9 and running along the southerly and southwesterly lot lines of said Lot 9 to a point 25.8 feet from the point of beginning; eight feet wide along the east edge of the ten foot walkway between Lots 16 and 17; ten feet wide being five feet on each side of the lot lines common to Lots 3 and 4, 8 and 9; 22 and 23, five feet wide along the northwesterly lot line of Lot 18, all of Block 9.

Eight feet wide along the east lot lines of Lots 1 through 12, inclusive, all of Block 10.

Five feet wide along the west lot lines of Lots 2 through 11, inclusive; five feet wide along the east lot lines of Lots 16 through 26, inclusive; ten feet wide being five feet on each side of the lot lines common to Lots 2 and 28, 26 and 28, 27 and 28, 11 and 13, 13 and 14, 14 and 16, 15 and 16, all of Block 11.

Five feet wide along the west lot lines of Lots 3 through 11, inclusive; five feet wide along the east lot lines of Lots 16 through 25, inclusive; five feet wide along the east 65 feet of the south lot line of Lot 16; five feet wide along the north lot line of Lot 14; ten feet wide being five feet on each side of the lot lines common to Lots 2 and 27, 25 and 27, 11 and 12, 11 and 13, 14 and 15, all of Block 12.

Five feet wide along the west lot lines of Lots 2 through 11, inclusive; five feet wide along the east lot lines of Lots 16 through 26, inclusive; five feet wide along the west 42 feet of the north lot line of Lot 2; five feet wide along the east 37 feet of the south lot line of Lot 28; five feet wide along the west 68 feet of the

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south lot line of Lot 11; five feet wide along the north lot line of Lot 13; ten feet wide being five feet on each side of the lot lines common to Lots 1 and 28, 26 and 28, 12 and 13, 13 and 15, all of Block 13.

Ten feet wide being five feet on each side of the lot lines of Lots 19 through 29 that are common to Lot 30; ten feet wide being five feet on each side of the lot line common to the 41 foot drainage easement and Lot 30; eight feet wide along the west lot line of Lots 2 through 19, inclusive; eight feet wide along the south lot line of Lot 1; ten feet wide being five feet wide on each side of the lot line common to Lots 3 and 5, five feet wide along the northwesterly lot line of Lot 2, all of Block 14.

Ten feet wide being five feet on each side of the lot lines of Lots 1 through 15, inclusive, that are common to Lot 16; ten feet wide being five feet on each side of the lot lines common to Lots 5 and 6, 6 and 8; eight feet wide along the east lot line of Lot 1, all of Block 15.

Five feet wide along the west lot lines of Lots 2 through 9, inclusive; five feet wide along the east lot lines of Lots 10 through 16, inclusive; five feet wide along the northeast lot lines of Lots 16 through 18, inclusive; five feet wide along the southwest lot lines of Lots 20 through 22, inclusive; ten feet wide being five feet on each side of the lot lines common to Lots 2 and 23, 2 and 24, 22 and 23, 19 and 20, all of Block 16.

All as described on the attached plat labeled Exhibit B-1.

togetner with rights of reasonable access thereto and across all of the said Wedgewood Manor First Addition for the purpose of installing, repairing, maintaining, removing and replacing said underground telephone main distribution feeder cable. Owner

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further agrees that if it becomes necessary to repair; maintaih, remove or replace said underground telephone main distribution feeder crble or any portion thereof, the damage to trees, shrubs or plants shall be borne by Owner. Easements for the purpose of installing, repairing, maintaining, removing and replacing underground telephone service facilities, together with above-ground service pedestals and other aboveground and below-ground facilities and appurtenances used in connection with such underground telephone service facilities, into all residence buildings constructed on Wedgewood Manor First Addition, such easements being five (5) feet in width and extending from the aforementioned underground telephone main distribution feeder cable to such residence buildings along routes and lines designated by Telephone Company, together with rights of reasonable access thereto and across all of said Wedgewood Manor First Addition for the purpose of installing, repairing, maintaining, removing and replacing said underground telephone service entrance facilities. Owner furtner agrees that if it becomes necessary to repair, maintain, remove or replace said underground telephone service facilities, the damage to trees, surubs,

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or plants shall be borne by Owner except that Owner may nave the right to designate and provide an alternative route across its property of the installation of a replacement facility, provided that said alternate 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 Company furnishing telephone service to any building constructed on Wedgewood Manor First Addition, Owner will do the following:

Owner will construct and provide, or cause to be constructed and provided, a trench for the installation of underground telephone service facilities connecting said main distribution feeder cable to the building Such underground which is to receive telephone service. 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 Such underground by Telephone Company engineers. 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. 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 telephone 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 imme-diately after the installation of such underground telephone service facility by Telephone Company.

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Owner will establish the schedule for the ditching and installation of the underground service facility. Owner agrees to give Telephone Company at least twentyfour (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 telephone service facility.

and Telephone Company shall not be obligated to furnish any telephone service to any building constructed on Wedgewood Manor First Addition until the Owner of the building fully performs the covenants and agreements set forth above.

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

"Power service entrance facilities installed below ground must be installed at least thirty (30) incnes below final grades and must maintain at least three (3) feet lateral separation from any existing telephone' facilities. Where said power service entrance facilities cross any telephone facilities, said power facilities shall be installed in every case below the telephone facility, either with a twelve (12) incn minimum separation or enclosed in galvanized steel conduit at every point within three (3) feet of the telephone facility."

The rights, privileges and easements granted and reserved nerein 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 and manor First Addition.

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Attest:

WEDGEWOOD MANOR, INC.

. STATE OF NEBRASKA)) COUNTY OF LANCASTER)

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On this <u>4th</u> day of <u>April</u>, <u>196_3</u> before me, the undersigned, a Notary Public in and for said County, personally came <u>ERVIN E. PETERSON</u>, President, and <u>LLOYD J. MARTI</u>, Secretary of Wedgewood Manor, Inc., 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

Commission Expires: November 2, 1963

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