

24  
EXHIBIT CEASEMENTS, 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 and/or television utility lines in the subdivision below ground for the beautification of the subdivision and benefit of each property owner therein, TRENDWOOD HOMES OF NEBRASKA, INC. (hereinafter referred to as "Owner"), owner and developer of the following property:

## WELLINGTON GREENS

(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 telephone and/or television 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 and above-ground telephone

24  
and/or television facilities, the boundaries and locations of such easement being as follows:

As recorded in Book 8, Page 62 at the Register of Deeds Office, Lancaster County, State of 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 above-ground telephone and/or television facilities. Owner further agrees that if it becomes necessary to repair, maintain, remove or replace said underground telephone main distribution feeder cable 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 service facilities and underground telephone and/or television service facilities, together with the above-ground service pedestals and other above-ground and below-ground facilities and appurtenances used in connection with such underground telephone and/or television service facilities and above-ground telephone facilities, into all residence building constructed on the premises, such easements being five (5) feet in width and extending from the aforementioned underground telephone and/or television main distribution feeder cable and above-ground telephone and/or television facilities to such residence buildings along routes and lines designated by

24  
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 underground telephone and/or television service entrance facilities and above-ground telephone facilities. Owner further agrees that if it becomes necessary to repair, maintain, remove or replace said underground telephone and/or television service facilities, the damage to trees, shrubs or hard surface areas 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 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 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 service facilities connecting said main distribution feeder cable to the building which is to receive telephone 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 Company engineers. Such underground service facility trench shall be routed along lines and boundaries as may be directed by Telephone Company engineers. Owner agrees to construct and

24  
 maintain such trench in a manner suitable for installation by Telephone Company of the underground service facility. All final grades, plus or minus six (6) inches 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 immediately after the installation of such underground telephone service facility by Telephone Company.

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 facility by Telephone Company, which is to utilize the entrance conduit.

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 telephone service facility.

and Telephone Company shall not be obligated to furnish any telephone 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 Company agrees to other standards as to particular individual facilities, Owner agrees to install all power facilities according to and in conformity with the following standards:

"Power and telephone main line cables shall be installed on a trial basis in a joint trench at random lay, the trench shall be a minimum of

8" wide and 42" deep. Telephone and/or television service wires shall be installed with a 12-inch minimum vertical or a 36-inch lateral separation from Power facilities. Service wire being that facility extending from the telephone pedestal to the residence or building."

Owner agrees to reimburse Telephone Company for any cost of repairing or replacing any part or all of said main distribution feeder cable or said underground service facilities because of damage done to said main distribution feeder cable or said underground 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 property known as the premises.

Attest:

(CORPORATE SEAL)

*Bill Russell* By *Jessie L. Brown*

STATE OF NEBRASKA )  
  ) SS:  
COUNTY OF LANCASTER )

On this 19th day of July, 1967, before me, the undersigned, a Notary Public in and for said County, personally came Jessie L. Brown, President, and \_\_\_\_\_, Secretary of \_\_\_\_\_,

\_\_\_\_\_ 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.

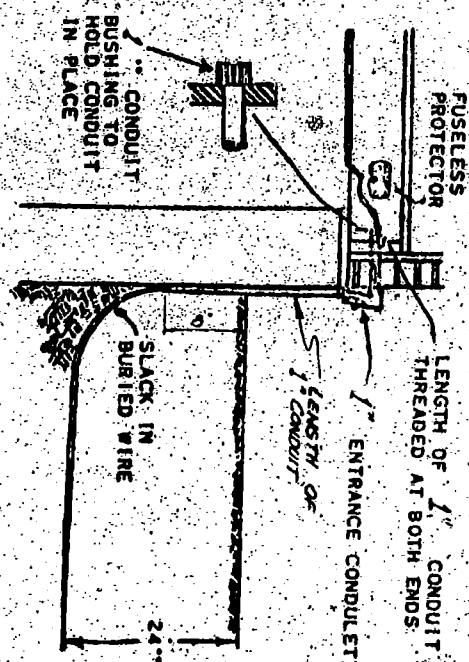


Witness my hand and Notarial Seal at Lincoln in said County the day and year first above written.

My Commission expires:

Eva J. Cummings  
Notary Public

11-16-71



TELEPHONE ENTRANCE  
CONDUIT TO BE PROVIDED  
BY OWNER

DATE	CREATED	CHANGED
2/1/54		
5-1-54		
7/2/54		
10-8-219-A		

INDEXED 28- 207-241-245-249  
 GENERAL 223-227-231-235-  
 237-241-245-249  
 REPROD 251-255-259-263

*M. Ward*

1957 JUL 21 11:30 AM '59

REGISTER OF DEEDS

1300

*Handwritten notes:*  
 10-8-219-A  
 5-1-54  
 7-2-54