

EASEMENT AGREEMENT

THIS AGREEMENT, made between COX CABLE OF OMAHA, INC., a Nebraska corporation, and undersigned,

WITNESSETH:

WHEREAS, Cox Cable of Omaha, Inc. wishes to obtain an easement over part of the real estate owned by undersigned for the purpose of attaching wires to the telephone poles now existing on the corners of undersigned's lot, and, for a valuable consideration undersigned wishes to grant the same,

NOW, THEREFORE, the parties agree as follows:

1. Undersigned hereby grants to Cox Cable of Omaha, Inc., over and across, but not under, the following described real estate, to-wit:

The West 5' (five feet) of Lot 5,  
Block 1, Westchester Second Addition  
to the City of Omaha, in Douglas County,  
Nebraska, as surveyed, platted and recorded.

(a) A temporary easement and right-of-way to install wires or cables for the purposes of connecting to undersigned's house a cable, or community, television system to carry the signals supplied by Cox Cable of Omaha, Inc., with ingress and egress. The wires or cables will be strung between the existing poles on the rear lot line and a connection made there and a line run, parallel to and elevated to the same height as existing telephone and power lines to undersigned's house. Undersigned may order the disconnection of the line from Cox Cable of Omaha, Inc.'s easement area to undersigned's house at any time without charge. This temporary easement shall continue for no more than thirty (30) days after the beginning of installation.

(b) A permanent easement and right-of-way to operate, maintain, and replace, as originally constructed, wires or cables for the purposes described above over the easement area with ingress and egress. Should Cox Cable of Omaha, Inc., or its assigns remove or abandon the lines over the easement area, said temporary and permanent easement shall terminate ten (10) days thereafter.

THOMAS P. LEARY  
ATTORNEY  
1320 ONE FIRST NAT'L CENTER  
17th & DODGE STS.  
OMAHA, NEBR. 68102

(c) No structures, above or below ground, shall be constructed in the easement area, other than the wires or cables referred to above.

(d) This easement shall be subject to and inferior to existing recorded easements over the property described, and Cox Cable of Omaha, Inc. shall not interfere with the same without consent of the prior easement owners, will not cause damage to the services provided by them, and will hold harmless undersigned from all claims and demands made against undersigned by the owners of the existing recorded easements.

(e) Cox Cable of Omaha, Inc. will not cause interference, by radiation from its lines or cables, to telephone equipment or to radio or television receiving equipment in use at undersigned's house. Cox Cable of Omaha, Inc. will protect its lines by filters, traps or other required electronic devices from signals from licensed amateur radio transmitters operated in undersigned's house.

(f) Cox Cable of Omaha, Inc. will repair any and all damage caused on the easement right-of-way, or to other areas of undersigned's real estate, by its operations under the temporary and permanent easements herein granted. This shall include replacement cost of structures, trees, bushes, grass and other vegetation. Cox Cable of Omaha, Inc. will protect its lines from lightning by means approved by Underwriters Labs, Inc.

(g) The provisions contained herein shall be binding upon, inure to the benefit of and apply to the heirs, personal representatives, grantees, successors and assigns of the parties.

(h) The consideration therefor shall be that Cox Cable of Omaha, Inc. shall, upon request of undersigned, when its cable television system is in operation, provide signals to undersigned's house, connect by wires and cables said system to undersigned's house, exterior and interior, to not more than two television locations as designated by undersigned, including

