

EDWARD E. WILCZEWSKI - HAWKINS INVESTMENT COMPANY, LIMITED PARTNERSHIP NO. 1 JOINT VENTURE, AND KATHLEEN L. WILCZEWSKI, WIFE OF EDWARD E. WILCZEWSKI, (agent for) the real estate described as follows, and hereafter referred to as "Grantor:" Owner(s)

LOTS 71 THRU 72 THE KNOLLS ADDITION, AN ADDITION DOUGLAS COUNTY, NEBRASKA AS SURVEYED, PLATTED AND RECORDED, BEING LOCATED IN SEC. 5 T15N, R12E.

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the OHAMA PUBLIC POWER DISTRICT, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, its successors and assigns, collectively referred to as "Grantee," a permanent easement, with rights of ingress and egress thereon, to install, operate, maintain, repair, replace and renew its electric and telephone facilities over, upon, along and under the following described real estate, to wit:

THE NORTH 15 FEET OF LOTS 71 THRU 72 OF THE ABOVE DESCRIBED PROPERTY.

CONDITIONS:

- (A) Where Grantee's facilities are constructed they shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cable, fixtures, guys and anchors within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least twelve feet (12').
(B) After electric and telephone facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change in grade elevation or any excavations shall be made therein without prior written approval of the Grantee, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
(C) The foregoing right is granted upon the express condition that the Grantees will assume liability for all damages to the above described property caused by Grantees' failure to use due care in its exercise of the granted right.
(D) It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 5 day of October, 1972

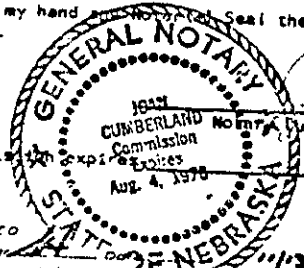
ATTEST: Kathleen L. Wilczewski, Notary Public, Douglas County, Nebraska

STATE OF Neb COUNTY OF Douglas On this 5 day of Oct 19 72, before me the undersigned, a Notary Public in and for said County and State, personally appeared Edward E. Wilczewski, who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

STATE OF Neb COUNTY OF Douglas On this 5 day of Oct 19 72, before me the undersigned, a Notary Public in and for said County, personally came Robert W. Brackley, President of American Bus Co, Inc. (a corporation), to me personally known to be the President and the identical person whose name is affixed to the above conveyance, 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 the date above written. My Commission expires Aug 4, 1976

Witness my hand and Notarial Seal at Omaha, in said County the day and year last above written. My Commission expires Aug 4, 1976



APPROVED DISTRICT ENGINEER DATE 11/3/72 Section 5 Township 15 Range 12 Surveyor MEYER, Engineer WRP

6. 17 MAY 1972 RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA AT 11:04 AM. C. HAROLD OSTLER, REGISTER OF DEEDS 15.75

40199 p. 2