

1. We, Dial Construction Co., Inc. - - - - - (amer(s)) of (agent for) the real estate described as follows, and hereafter referred to as "Grantor(s)..."

Lots 182 through 227, Winchester Heights, an addition to Douglas County, Nebraska as surveyed, platted, & recorded. Said lots being located in the SW 1/4 of Sec. 31, T16N, R-12-E of the 6th PM, Douglas County, Nebraska.

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant to the CHANA 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:

Within the West 10 ft. of the East 25 ft. of Lots 204 through 213; Within the West 10 ft. of the East 15 ft. of Lots 214 through 227; Within the East 10 ft. of the West 25 ft. of Lots 182 through 194; and Within the East 10 ft. of the West 15 ft. of Lots 195 through 203.

34 INDEXED IN NEBRASKA INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 14.50 10 DAY OF Dec 1973 AT 12:02 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

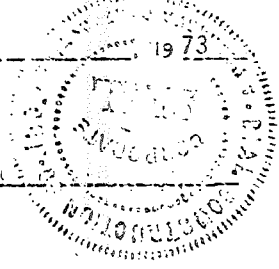
CONDITIONS:

- (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 Grantors 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 31st day of October 1973

ATTEST: [Signature]

[Signature]



ATTEST:

Grantors

STATE OF _____ COUNTY OF _____

STATE OF _____ COUNTY OF _____

On this _____ day of _____ 19____, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

On this 31st day of October 1973, before me the undersigned, a Notary Public in and for said County, personally came Paul J. Karnes, Jr.

personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

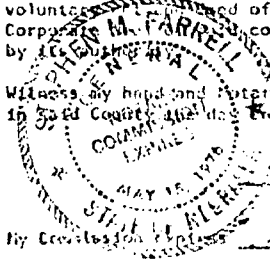
Karnes, Jr., President of Dial Construction Co., Inc., (a corporation), to me personally known to be the President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporation is a corporation was thereto affixed by its authorized officer.

Witness my hand and Notarial Seal the date above written.

Witness my hand and Notarial Seal at Omaha in said County, Nebraska, this _____ day of _____, 19____.

Notary Public My Commission expires _____

[Signature] Notary Public My Commission Expires May 15, 1976



APPROVED Date 11/8/73 C. H. S. East

Section 3 Township 16 Range 12 Meyer Perkins Address 129th & Fort