

I, DEVELCO, a Nebraska Partnership, Owner(s)
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor":
Part of Lot Three (3), Cornhusker Industrial Park III, an addition to Douglas County,
Nebraska, as surveyed, platted and recorded. (See Exhibit "A")

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

See sketch on the reverse side of this document for location of easement area.

CONDITIONS:

- (A) Where Grantee's facilities are constructed they shall have the right to operate, maintain, repair, replace and
renew said facilities consisting of ^{underground} ~~poles, wires, cable, fixtures, guys and anchors~~ within a strip of land as indi-
cated above, ~~together with the right to erect or remove any lines along said line so as to provide a minimum clear-~~
~~ance from the overhead facilities of at least two feet (2').~~
- (B) After electric ~~and telephone~~ facilities have been installed, no ~~erect~~ 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 whomsoever in any
way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESS my hand and Notarial Seal this 3 day of October, 19 73.

ATTEST: DEVELCO, a Nebraska Partnership,

By [Signature]

ATTEST: By [Signature]
Grantors

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.
On this 3 day of October,
19 73, before me the undersigned, a Notary Public
in and for said County and State, personally appeared
JAMES R. FRAZIER and DEAN R.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.
On this 3 day of October,
19 73, before me the undersigned, a Notary Public
in and for said County, personally came
_____, President of

FRAZIER, JAMES R.
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 their
voluntary act and deed for the purpose therein
expressed.

_____, (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.

Witness my hand and Notarial Seal at _____,
in said County the day and year last above written.

[Signature]
Notary Public

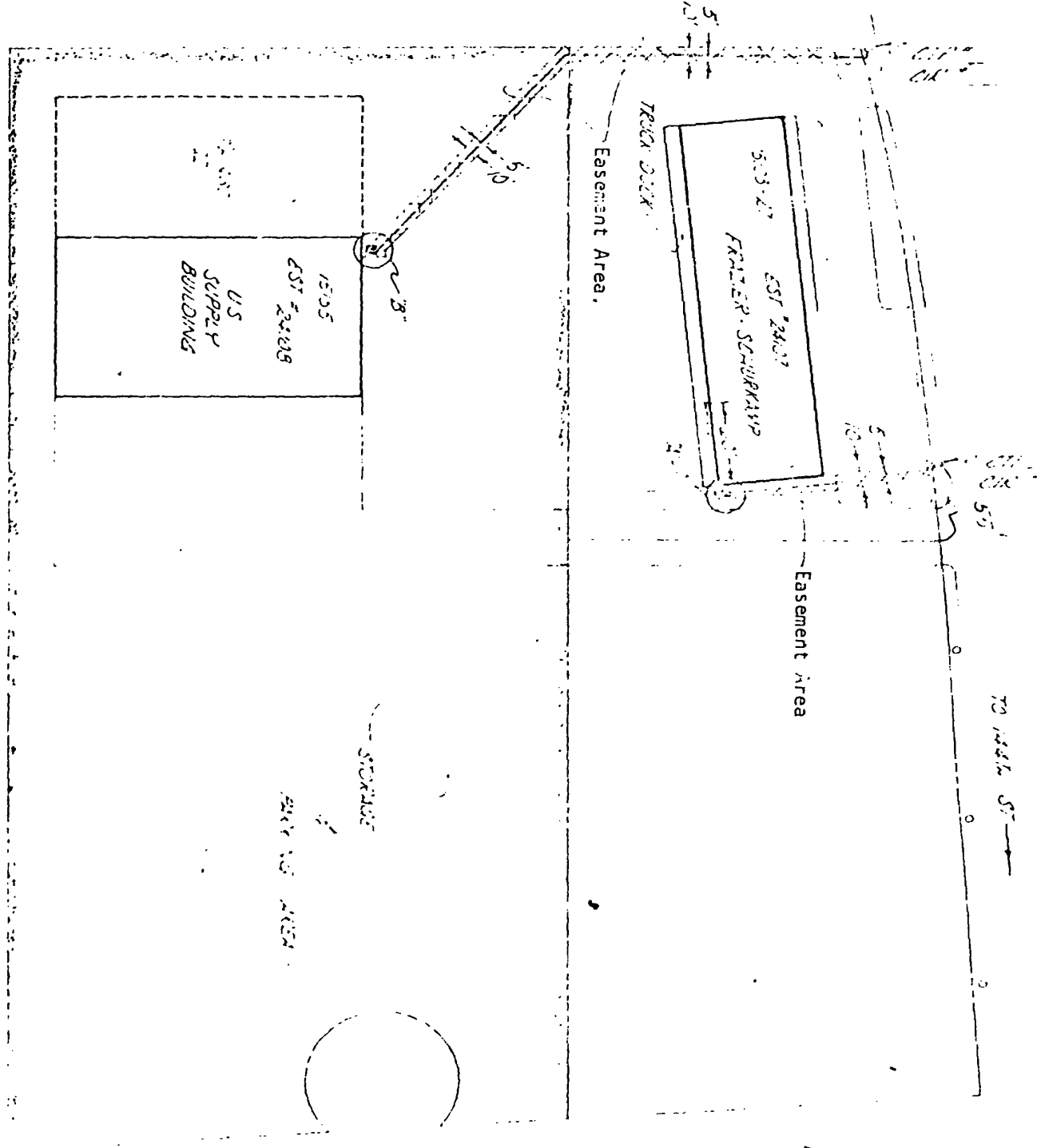
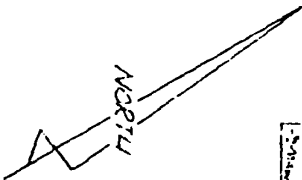
Notary Public

My Commission expires July 22, 1974

My Commission expires _____

APPROVED [Signature]
Dist. Exp. Date 2/12/73

Section 35 Township 15 Range 11 Estey Engineer, Planner
Address Ex. 1, #1's 24107 & 24108



LOCATION PLAN

That part of Lot 3, Cornhusker Industrial Park #3, as surveyed, platted and recorded, in Douglas County, Nebraska, except the Northwesterly 50.00 feet in width thereof described as follows: Commencing at the Southwesterly corner of said Lot 3; thence S 48° 43' 42" E (assumed bearing) on the Southwesterly line of said Lot 3, 50.00 feet; thence N 41° 14' 37" E on a line 50.00 feet Southeasterly from and parallel with the Northwesterly line of said Lot 3, 365.00 feet to the Point of Beginning; thence continuing N 41° 14' 37" E on a line 50.00 feet Southeasterly from and parallel with the Northwesterly line of said Lot 3, 192.65 feet to the Northeasterly curved line of said Lot 3; thence Southeasterly on a curve to the right of the Northeasterly line of said Lot 3 (said curve having a chord bearing of S 55° 37' 57" E, chord distance of 352.31 feet) an arc distance of 352.39 feet to the Northeasterly corner of said Lot 3; thence S 41° 13' 18" W on the Southeasterly line of said Lot 3, 234.69 feet; thence N 48° 46' 45" W 349.86 feet to the Point of Beginning.

18 ENTERED TO NUMBER, INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 23 DAY OF November 1973 AT 1124A. M. C. HAROLD OSBORN, REGISTER OF DEEDS 925

EXHIBIT "A"