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North*

6-15-12

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NORTHWESTERN BELL TELEPHONE COMPANY  
FACILITY EASEMENT

NWB  
R/W PERMIT  
No. 457

The undersigned owner of the real estate described below (Hereinafter called "Owner") hereby grants and conveys to NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa corporation, its successors and assigns, (hereinafter called "Company"), in consideration of the sum of One and no/100 Dollars (\$1.00) received from the Company and of the agreements stated below, a right-of-way and easement to construct, operate, maintain, replace and remove a communications system consisting of buried cable or conduit, surface markers at fence lines and associated equipment, together with the right of access thereto for the purpose of exercising the rights herein granted, upon, under and across the following described real estate located in the County of Douglas, State of Nebraska, more fully described as:

The South ten (10') feet of the North sixty (60') feet of the Northeast Quarter of the Northwest Quarter (NE/4, NW/4) of Section 6, T-15-N, R-12-E, Douglas County, Nebraska. Refer to Exhibit "A" attached hereto and made a part of this agreement.

The Company agrees to bury all cables and conduit at a depth to not interfere with Owner's use of the land and, particularly, but without limitation, Company agrees to install all cables and conduit under Owner's pipe line located on said premises. The Company agrees to install its cables or conduit and all associated equipment in a manner so as to cause as little damage as possible to Owner's property and premises; however, Company agrees to pay for all damage to Owner's property arising from the Company's exercise of the rights herein granted.

Company shall indemnify and hold Owner harmless from and against any and all loss, costs, claims or liability on account of the death of, or injury to, any person or persons, or the damage to, or destruction of, any property arising from or growing out of Company's exercise of the rights herein granted or use or occupancy of Owner's premises in any manner, unless such death, injury, damage or destruction is caused solely by the negligence of Owner.

Owner specifically reserves the right to require Company to move, at the Company's expense, its facilities installed hereunder to another portion of