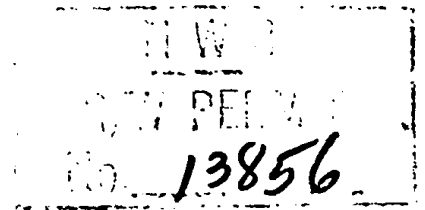


AGREEMENT OF EASEMENT



This Agreement made the 26th day of OCTOBER 1979, by and between WESTERN ELECTRIC COMPANY, INCORPORATED (Grantor) and NORTHWESTERN BELL TELEPHONE COMPANY (Grantee).

In consideration of the sum of \$1.00 and other valuable consideration, the receipt of which is acknowledged, the parties mutually agree as follows:

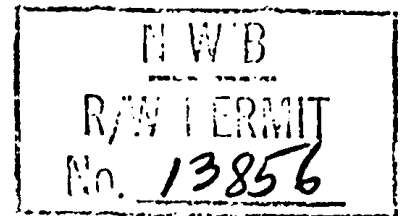
1. The Grantor hereby grants to the Grantee, its successors, licensees and assigns the right and privilege to enter and leave the lands of Grantor as hereinafter described for the sole purpose of performing the following activities: surveying, constructing, inspecting, maintaining, repairing, rebuilding or removing on and under said lands, lines for the transmission of telephone communications together with all appurtenances and equipment necessary in connection therewith.

2. The property to which the Easement relates is situate in the City of Omaha, County of Douglas, and State of Nebraska, described as follows:

Beginning at the Northwest corner of Western Electric's property in the SW 1/4 of Section 31, T 15 N, R 12 E, of the 6th P.M., Douglas County, Nebraska; thence N 89° 51' 07" E and along the North line of Western Electric's property for 2359.09 feet; thence S 0° 08' 53" E for 25 feet; thence N 89° 51' 07" E along said North line for 1346.06 feet; thence S 0° 08' 53" E for 25 feet; thence N 89° 51' 07" E for 286.60 feet; thence S 39° 51' 34" E parallel with and 8 feet Northeasterly from the 100 foot wide O.P.P.D. easement for 795.04 feet; thence S 27° 31' 07" E for 968.49 feet; thence S 50° 10' 57" E for 78.64 feet to a point on the West R.O.W. of 120th Street; thence S 0° 02' 21" W and along said R.O.W. for 10.40 feet; thence N 50° 10' 57" W and along the 100 foot wide O.P.P.D. easement for 86.90 feet; thence N 27° 31' 07" W for 969.22 feet; thence N 39° 51' 34" W for 790.42 feet; thence S 89° 51' 07" for 290.84 feet; thence N 0° 08' 53" W for 25 feet; thence S 89° 51' 07" W for 1346.06 feet; thence N 0° 08' 53" W for 25 feet; thence S 89° 51' 07" W for 2351.96 feet to a point on the West property line of Western Electric (East R.O.W. of 132nd Street); thence N 6° 04' 57" E for 8.05 feet to the Point of Beginning.

3. Grantee, prior to entering upon the property for the purposes set forth in Paragraph 1, shall obtain the consent of Grantor's representative (which consent shall not be arbitrarily withheld or delayed) and make all necessary arrangements for entering and leaving Grantor's property.

4. In the performance of the activities described herein, any and all expenses incurred shall be borne and paid for by Grantee; and Grantee shall at its own cost and expense maintain and restore Grantor's property



(including removing all trash, debris, equipment and material, and restoring any and all fencing, crops and pavement) to a condition equal to or better than the condition existing prior to said activities; promptly compensate Grantor for all damages to growing crops, trees, shrubbery, lawns, drainage tile, fences, pavement and buildings of Grantor occasioned by the Grantee as a result of its activities on Grantor's premises; and provide security if the activities of the Grantee cause the Grantor's premises to become unsecured.

5. Grantee shall also take all necessary precautions to see that Grantor's railroad tracks are not endangered by its construction under the areas of such tracks and that proper compaction of the soils under the tracks is provided.

6. Grantee shall have the right to remove and keep removed with the consent of Grantor from the above described easement tracts, any and all trees, shrubs, or other growths which may endanger or interfere with the maintenance or operation of said facilities and appurtenances, without liability to Grantor.

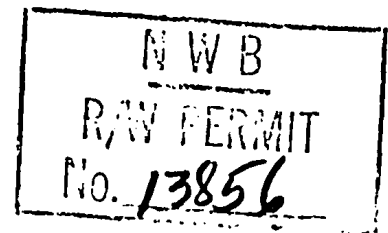
7. Grantee expressly agrees that the right of access herein granted and the right to construct shall be exercised by the Grantee with the least possible interference with the business of Grantor.

8. Grantor reserves the right to use and occupy said permanent easement tracts for any purpose, including without limitation, erecting structures thereon, crossing same with railroad spur tracks, paving, streets, driveways, sidewalks, parking and/or utility lines, provided such use, occupancy and crossing do not endanger said facilities and appurtenances or materially interfere with the rights of Grantee under this conveyance.

9. Grantee shall bury all lines to a sufficient depth so as to not interfere with cultivation of soil; save and except for the construction of manholes as may be necessary for the installation of appurtenances to said facilities.

10. Grantee covenants to indemnify and hold Grantor harmless from any and all liabilities, damages, claims and expenses (including reasonable attorneys' fees) because of injury to any person or damage to property or claims of injury or property damage arising out of or as a result of entering or leaving Grantor's property or performing any of the activities described in Paragraph 1.

11. This Agreement is subservient and subject to a prior easement at the northeasterly corner of Grantor's property given to the Omaha Public Power District on December 24, 1956.



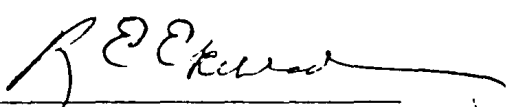
This Agreement shall terminate upon it no longer being required for the above purpose, or cessation of use.

This Easement shall inure to the benefit of and bind both the Grantor and the Grantee and their successors and assigns.

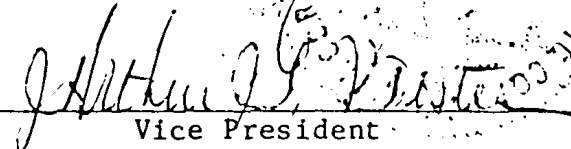
In Testimony Whereof, witness my hand, this the 26th day of
OCTOBER, A.D., 1979.

ATTEST:

WESTERN ELECTRIC COMPANY, INCORPORATED
A New York Corporation


Assistant Secretary

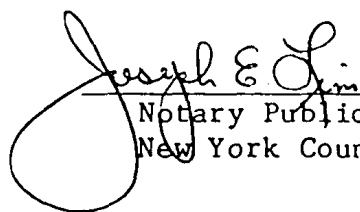
By:


Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public in and for New York, on this day personally appeared ARTHUR G FOSTER of Western Electric Company, Incorporated known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated and that the corporate seal affixed to said instrument is the corporate seal of Western Electric Company, Incorporated.

Given under my hand and seal of office this 26th day of OCTOBER, A.D., 1979.


Notary Public in and for
New York County, New York

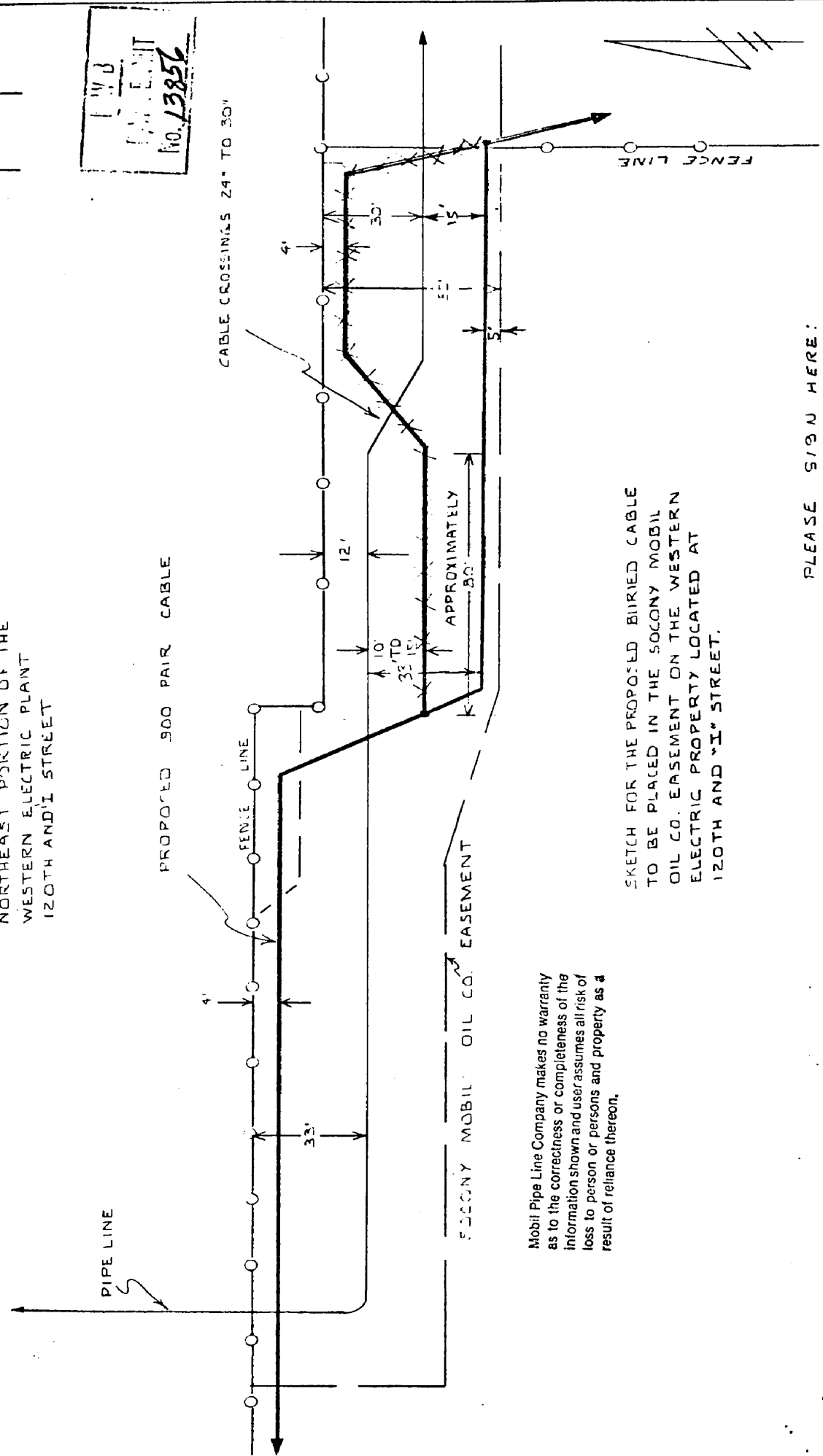
JOSEPH E. LINS
Notary Public, State of New York
No. 31-4516223
Qualified in New York County
Commission Expires March 20, 1981

ISSUE	DATE
1	12-4-79

NO. 13856

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NORTHEAST PORTION OF THE
WESTERN ELECTRIC PLANT
120TH AND "I" STREET



SKETCH FOR THE PROPOSED BURIED CABLE
TO BE PLACED IN THE SOCONY MOBIL
OIL CO. EASEMENT ON THE WESTERN
ELECTRIC PROPERTY LOCATED AT
120TH AND "I" STREET.

Mobil Pipe Line Company makes no warranty
as to the correctness or completeness of the
information shown and user assumes all risk of
loss to person or persons and property as a
result of reliance thereon.

PLEASE SIGN HERE:

CABLE UNDER PRESSURE	URBAN	OTHER
NONE <input type="checkbox"/> PARTIAL <input type="checkbox"/> ALL <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SERVICE DATE	COMPL. DATE	AREA LOC. NO.
ENGR.	TEL. NO.	DRAWN BY
L.D. VOSS 554-5217	EV 12-4-79	EV 12-4-79
RECORD REFERENCE	EST. OR JOB NO.	PRT. NO.
	D 8030	SKETCH
TOWN	EXCHANGE	
OMAHA	135TH	

36 miles

RECEIVED
1980 JAN -3 AM 9:58
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEB.
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or

Feb 12 1980
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V. 31-15-12