

After recording, return to:

*Sprint Communication*

*1200 Main St 10th Floor*

*Kansas City Mo 64105*

RECEIVED

APR 10 9 44 AM '96



1173 611 MISC



03892 96 611-613

03897 23-6170

1600

VP

GEORGE  
REGIST  
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*RUSH*

**COMMUNICATIONS SYSTEMS RIGHT OF WAY AND EASEMENT**

This Communications Systems Right of Way and Easement, effective November 27, 1995, made by OPUS CORPORATION, ("Grantor"), whose address is 800 Opus Center, 9900 Bren Road East, Minnetonka, Minnesota 55343.

For consideration given, and the rights and obligations set forth herein, Grantor grants to Sprint Communications Company, L.P., a Delaware limited partnership, its successors, assigns, lessees, licensees and agents, ("Grantee"), a right of way and easement ("Easement") to construct, operate, maintain, expand, replace and remove a communication system such as the Grantee may, from time to time, require, consisting of but not limited to underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers and other facilities for similar uses, upon, over, through, under, along and about a parcel of land ten feet (10') in width crossing LOTS 10 AND 16, CENTRAL PARK EAST, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, which Easement Area shall be located five (5) feet either side of the "Easement Line" shown on Exhibit "A" attached and incorporated, together with:

- (A) the right of ingress and egress over and across any adjacent real property owned or controlled by Grantor to and from the parcel for the purpose of exercising the rights granted herein,
- (B) the right to clear and keep cleaned all obstructions, including but not limited to trees, roots, and brush from the surface and sub-surface of the Easement, and during construction or maintenance periods, to use additional areas as necessary on each side of the Easement.

All structures and facilities located in the Easement shall be underground, with no protrusions above the surface of the ground.

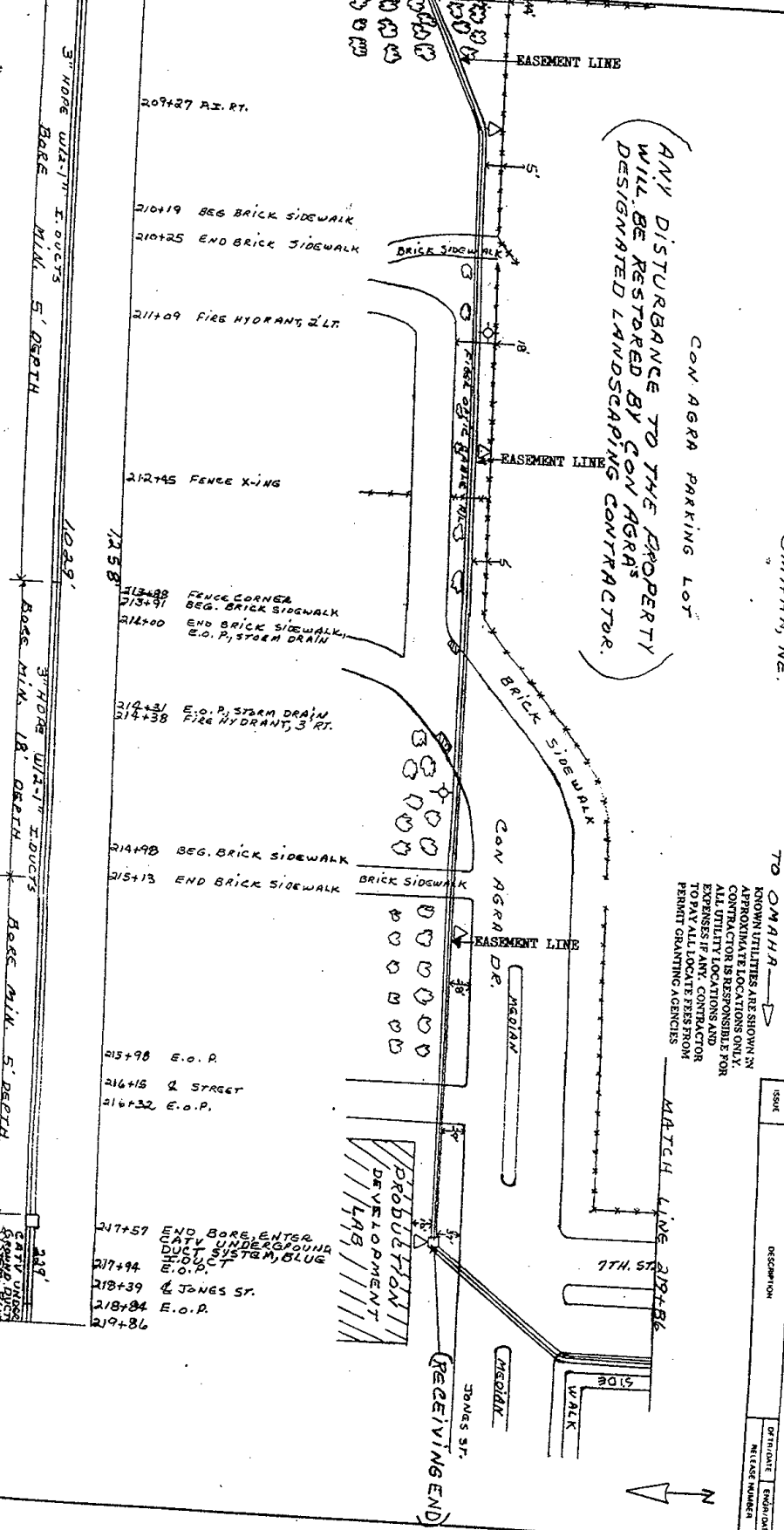
Grantor has the right to use and enjoy the land occupied by the Easement except when the use interferes with the rights and privileges conveyed to Grantee. Grantor may not erect or construct any structure, or plant trees within the Easement.

Grantee will compensate Grantor for damage or injury done to sod, plantings, vegetation or any existing improvements in the course of construction and maintenance of the communication system to the extent the damage or injury is caused by Grantee. Grantee will contour lands outside the Easement which are altered as a result of Grantee's activities in a manner comparable to the surrounding terrain, and reseed those described lands at the conclusion of construction or maintenance.

Grantee will defend and hold harmless Grantor against any claims, demands, and causes of action by any person or entity because of personal injury including death, or damage to property, including the communications system, and Grantee shall pay for all damage caused to any of Grantor's property, resulting from the use and operations of Grantee, which are attributable to the grant of this Easement, but excluding all claims, demands and causes of action arising as a result of the negligence or intentional acts or omission of Grantor, its heirs, successors, and assigns, agents, employees or contractors. For purposes of this indemnity, Grantee agrees to maintain comprehensive general liability insurance coverage as respects the indemnity contained herein, against claims for bodily injury, death and property damage



PROPOSED CABLE PLACEMENT WILL BE ACCOMPLISHED BY DIRECTIONAL BORE. SPRINT ANTICIPATES THERE WILL BE NO DISTURBANCE TO CON AGRA'S PROPERTY, EXCEPT AT THE RECEIVING END.



ANY DISTURBANCE TO THE PROPERTY WILL BE RESTORED BY CON AGRA'S DESIGNATED LANDSCAPING CONTRACTOR.

CON AGRA PARKING LOT

OMAHA, NE.

TO OMAHA

KNOWN UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY LOCATIONS AND TO VERIFY ANY CONTRACTOR PERMIT LOCATE FEES FROM PERMIT GRANTING AGENCIES

ISSUE	DESCRIPTION	DATE	EMPIRICAL RELEASE NUMBER

SYMBOL	DESCRIPTION

DATE	DATE	DATE	DATE

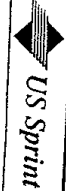


EXHIBIT A