

AUG 30 11 17 AM '94

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: that Murdock Omaha Limited Partnership, a California Limited Partnership, its successors and assigns, hereinafter called "Grantor," for and in consideration of the payment of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, by InterNorth, Inc., a corporation operating as Energy Systems Company, hereinafter called "Grantee," hereby grants to Grantee the right to install, operate, repair, replace and maintain two 6-inch chilled water lines, one 3-inch steam line, one 1 1/2-inch condensate line, and necessary appurtenant equipment (collectively "Grantee's Equipment") for the transmission, distribution and return of steam and chilled water within, along and through the following described real estate: Lots 1, 2, 7 and 8, Block 118; the East 22.45 feet of Lot 3, Block 118; the East 22.45 feet of Lot 6, Block 118; and the East 154.45 feet of the vacated alley in Block 118, Original Survey of the City of Omaha, Douglas County, Nebraska.

The easement will consist generally of a corridor running from east to west through the garage area in the above-described premises and shall vary in width between 10' at the easternmost point to 7' at the westernmost point. The height of the corridor shall be between elevation (City Data) 74.2' and 77.2'. The lowest elevation of the corridor in the garage area shall be 74.2'. The center line of the corridor shall begin at elevation 75.7' (City Data) 4' north of building Column D-7. The center line shall extend west 8', turn south for 34', turn west for 49', turn south for 4', turn west for 35' and penetrate the west building wall where it shall terminate.

Grantee's Equipment consists of two 6" chilled water lines, one 3" steam line, and one 1 1/2" condensate line.

Grantee's Equipment shall occupy the dimensions specified above, and for operation and maintenance purposes this Grant of Easement shall cover the corridor of space so described, together with the right of reasonable access to the above-described corridor through Grantor's adjacent real estate.

Appendix A, attached hereto and made a part hereof, shows the location of Grantee's steam and chilled water service lines and the corridor pertaining thereto, within, along and through Grantor's premises as above described. The foregoing Grant of Easement is subject to the following terms and conditions, to-wit:

1. Grantee shall hold harmless and indemnify Grantor and Grantor's successors, assigns, representatives, tenants, lessees, licensees and invitees from and against all losses, costs, fees, expenses, liabilities or damages, including without limitation, damage to property and injury to or death of persons, resulting from or in connection with (i) the existence of Grantee's Equipment, or (ii) any construction, maintenance, repair, replacement, installation, operation or other use of Grantee's Equipment, or (iii) any leakage, bursting, or other malfunction or breakdown of Grantee's Equipment located within the above-described easement corridor, regardless of how caused; provided, however, Grantee shall not indemnify Grantor for such damage or injury as may result from the gross negligence or wilful misconduct of Grantor's employees, agents or contractors in respect to Grantee's Equipment. In this regard, Grantee shall maintain at its sole cost and expense throughout the existence of

this easement, a policy of comprehensive public liability and property damage insurance in the amount of \$20,000,000 covering Grantee's Equipment which names Grantor as an additional insured and further contains an endorsement covering Grantee's contractual liability to Grantor pursuant to the foregoing indemnity of Grantee. Upon request by Grantor, Grantee shall deliver to Grantor evidence of the existence of such insurance and that the premiums therefor have been paid.

2. Grantor shall notify Grantee at Grantee's offices located at 2223 Dodge Street, Omaha, Nebraska 68102 prior to commencing, or permitting Grantor's employees, agents, contractors, lessees or licensees to commence, any work or activity within the above-described easement corridor or area adjacent thereto which is likely to endanger or interfere with the proper and continuous functioning of Grantee's Equipment within the easement corridor.

3. The installation, construction, maintenance, repair, replacement, operation and removal of Grantee's Equipment shall be at Grantee's sole cost and expense and all of such acts by Grantee shall not materially interfere with any property of Grantor or of Grantor's tenants, lessees, licensees and invitees or their respective rights to the use thereof nor cause any harm or damage thereto.

4. The installation and construction of Grantee's Equipment shall not commence until Grantee has given at least 15 business days' prior written notice to Grantor at 10900 Wilshire Boulevard, 16th Floor, Los Angeles, California 90024. Once such installation and construction has commenced, it shall be pursued to completion in as expeditious a manner as reasonably possible.

5. Grantee shall regularly repair and maintain Grantee's Equipment and otherwise keep it in good condition and repair.

6. At any time and from time to time, Grantor shall have the right, but not the obligation, to relocate Grantee's Equipment within the real estate covered by this easement, provided that prior to any such relocation Grantor gives Grantee 30 days' written notice and Grantor pays for all costs and expenses connected with such relocation. Such relocation shall not materially interfere with the herein permitted easement rights of Grantee and shall allow Grantee's Equipment to be hooked up at the presently existing entry and exit points on Grantor's real estate.

7. Grantee shall have the right to transfer or assign its rights under this easement provided that (i) Grantee shall remain liable under this easement notwithstanding such transfer or assignment, (ii) Grantee notifies Grantor in writing at least 30 days prior to any such transfer or assignment setting forth the effective date of the transfer or assignment and the name and address of the proposed transferee or assignee, and (iii) such transferee or assignee executes an agreement, in form and content acceptable to Grantor, assuming and agreeing to timely perform all obligations of Grantee under this easement.

8. If there is a change in the present use of Grantor's premises which change requires redevelopment of such premises, the use of this easement may be temporarily interrupted by Grantor, but only to the extent and for such period of time as is required by such redevelopment.

9. This easement shall terminate upon the occurrence of (i) the permanent cessation of the use of the easement for the herein stated purposes, (ii) the damage or destruction of the portion of the building containing the easement and the election of Grantor not to repair such damage or destruction, provided, however, in such event, Grantee shall have the right to repair

the same at its sole cost and expense in which event the easement shall not terminate, or (iii) a default by Grantee in the performance of any of Grantee's obligations under this easement and the failure of Grantee to cure such default within 15 days after the giving by Grantor of written notice to Grantee specifying the nature of such default. Upon termination of this easement, Grantee shall, at its sole cost and expense, forthwith remove Grantee's Equipment and restore Grantor's real estate to its original condition.

Executed in Los Angeles, California, this 18th day of JULY, 1984.

ATTEST: MURDOCK OMAHA LIMITED PARTNERSHIP, a California Limited Partnership

By WESTWOOD PLAZA No. 10, INC. GENERAL PARTNER
Title

[Signature]
SECRETARY

By [Signature]
VICE PRESIDENT Title

Agreed to and Accepted as of the above date:

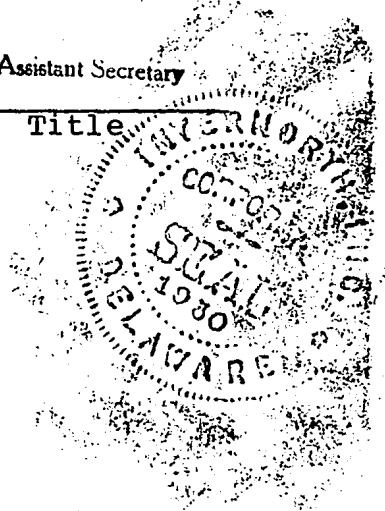
ATTEST: InterNorth, Inc., a corporation operating as Energy Systems Company

4/22/84

By TE Hendricks Vice President
Title

4/22/84

By William Carney Assistant Secretary
Title

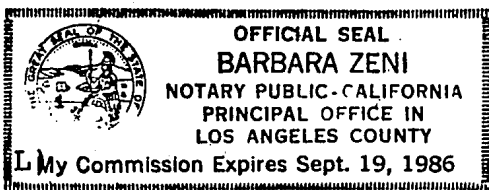


STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 18th day of July, 1984, before me,
Barbara Zeni, a Notary Public duly commissioned and
qualified in and for said County and State, personally came
L.G. Strolecki, Vice President, and _____,
(Title)
_____, who are personally known to me to be the
(Title)

identical persons whose names are affixed to the above instrument
as Vice President and _____ of Murdock Omaha
Limited Partnership, and they acknowledged the said instrument to
be their free and voluntary acts and deeds and the free and
voluntary act and deed of Murdock Omaha Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal the day and year last above written.



Barbara Zeni
Notary Public

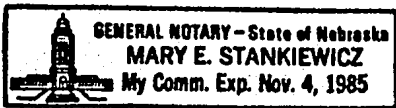
My Commission Expires:

Sept. 19, 1986

STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

On this 23 day of July, 1984, before me, Mary E. Stankiewicz, a Notary Public duly commissioned and qualified
in and for said County and State, personally came D. E. Hendricks
Vice President, and W. Mc Cartney, Assistant Secretary
(Title) (Title)
who are personally known to me to be the identical persons whose
names are affixed to the above instrument as Vice President
and Assistant Secretary of InterNorth, Inc., and they
acknowledged the said instrument to be their free and voluntary
acts and deeds and the free and voluntary act and deed of
InterNorth, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal the day and year last above written.



Mary E. Stankiewicz
Notary Public

My Commission Expires:

Nov. 4, 1985

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AUG 30 AM 11:22
REGISTERED
DOUGLAS COUNTY, NEBR.

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