

COMMUNICATIONS RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Ten Thousand and No/100 Dollars (\$10,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Robert Gottsch and Gottsch Feeding Company, a Nebraska corporation, herein called Grantor (whether one or more), hereby grants, sells, conveys and warrants to Metropolitan Technical Community College, herein called Grantee, with mailing address as shown below, its successors, assigns, licensees, and agents, a permanent six (6) foot wide easement and a temporary ten (10) foot wide easement and right of way to survey, construct, install, operate, inspect, maintain, protect, repair, alter, replace, remove, or abandon such underground communication systems as Grantee may from time to time require for whatever purpose. Such communication systems shall consist of underground conduits, cables, wires, markers, underground splicing boxes, and other appurtenances on, over, and through the following described land located in the County of Douglas, State of Nebraska, to wit:

See Exhibit A

Grantee is herein granted the rights of ingress and egress to and from said easement and right of way over and across the described land or lands of Grantor adjacent thereto, together with the right to use temporary workspace as needed, for the purposes aforesaid.

Grantor shall have the right to use and enjoy the above described premises for agricultural, landscaping and like surface uses, except that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee or damage Grantee's facilities therein. Subject to the terms herein, the conduits, cables, wires, splicing boxes, or other appurtenances laid under this grant shall be buried to such depth as not to interfere with the ordinary cultivation of said land, except for access manholes and other above ground appurtenances as required. Grantee agrees to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems, provided, however, that after the initial communication systems have been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush on the communication systems easement and right of way in the clearing of such obstructions from said easement and right of way. Temporary easement shall expire upon completion of construction of such underground communication system or December 31, 1989, whichever is later.

Grantor shall not construct or place improvements over the easementway, except that Grantor reserves the right to construct surface level driveways and walkways over the easement area as shall be necessary for ingress and egress purposes to existing or

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GEO. E. J. BINGEL, JR.
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

BK 887 N _____ C/O _____ FEE 28.00
PG 727-730 _____ DEL _____ MC _____
OF Misc. COMP _____ F/B _____

future homes or other buildings constructed on Grantor's property abutting the easementway. Grantee shall repair any damage to such driveways or walkways as Grantee shall cause in the exercise of its rights hereunder.

The rights granted herein may be assigned in whole or in part and the terms and provisions of this agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, and personal representatives. Grantor hereby warrants that said Grantor is entitled to execute this agreement and does own the above described land in fee simple absolute, free and clear of all liens and encumbrances.

Grantor releases and waives all rights, if any, as against Grantee under and by virtue of dower, curtesy and homestead exemption of said state.

Witness the execution hereof the 21st day of April, 1989.

GRANTEE:

METROPOLITAN TECHNICAL
COMMUNITY COLLEGE

By Richard Hillard
President

Mailing address:
P.O. Box 3777
Omaha, NE 68103-0777

GRANTOR:

Robert Gottsch
Robert Gottsch, Individually

GOTTSCH FEEDING COMPANY, a
Nebraska Corporation

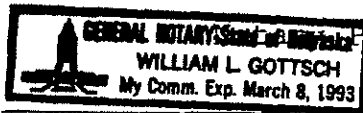
By William L. Gottsch
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, a Notary Public in and for said County aforesaid on this 21st day of April, 1989, personally appeared Robert Gottsch, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

William L. Gottsch
Public



My Commission Expires:

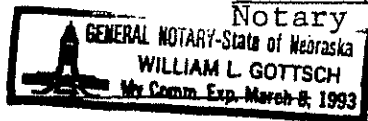
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21st day of April, 1989, before me appeared Robert Gottsch, to me personally known, who, being by me duly sworn, did say that he is the President of Gottsch Feeding Company, a Nebraska corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Robert Gottsch acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

William L. Gottsch

Notary Public



My Commission Expires:

LEGAL DESCRIPTION
(Perpetual Easement)

13-15-10
④
OC-3596

A 6.00 foot wide permanent easement located in the NE 1/4 of the SW 1/4 of Section 13, and also part of the N 1/2 of the SE 1/4 of said Section 13, and also part of Lots 9, 10, 13 and 14, Skyline Country, a subdivision located in said SE 1/4 of Section 13, and also part of Cumberland Drive and 204th Avenue, located in said SE 1/4 of Section 13, all located in Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said NE 1/4 of the SW 1/4 of Section 13; thence N89°57'29"W (Assumed Bearing) along the South line of said NE 1/4 of the SW 1/4 of Section 13, a distance of 864.34 feet; thence N00°02'31"E, a distance of 6.00 feet; thence S89°57'29"E, a distance of 864.33 feet; thence N89°57'24"E, a distance of 2301.77 feet to a point on the Southerly extension of the West line of said Lot 13, Skyline Country; thence N00°25'10"W along said West line of Lot 13, Skyline Country and the Southerly extension thereof, a distance of 31.71 feet; thence N89°34'50"E, a distance of 237.43 feet to a point on the West right-of-way line of State Highway No. 31; thence S03°25'07"E along said West right-of-way line of State Highway No. 31, a distance of 6.01 feet to the point of intersection of said West right-of-way line of State Highway No. 31 and the North right-of-way line of said Cumberland Drive, said point also being the Southeast corner of said Lot 16, Skyline Country; thence S89°34'50"W, along said North right-of-way line of Cumberland Drive, a distance of 231.74 feet; thence S00°25'10"E, a distance of 31.75 feet to a point on the South line of the North 1/2 of said SE 1/4 of Section 13; thence S89°57'24"W along said South line of the North 1/2 of the SE 1/4 of Section 13, a distance of 2307.81 feet to the Point of Beginning.

Gottsch Property

LEGAL DESCRIPTION
(Temporary Easement)

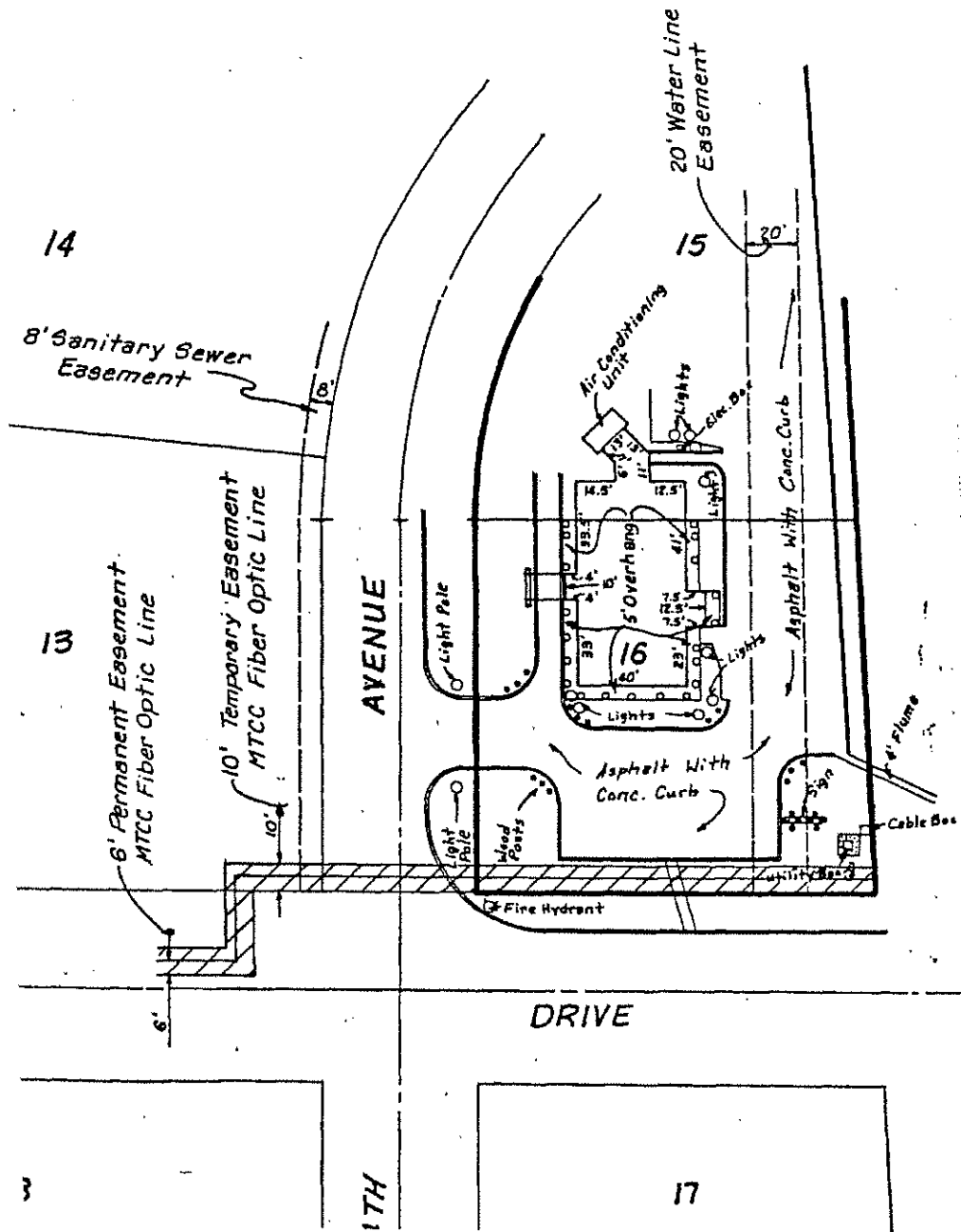
④
A 10.00 foot wide Temporary Easement located in the NE 1/4 of the SW 1/4 of Section 13, and also part of the N 1/2 of the SE 1/4 of said Section 13, and also part of Lots 9, 10, 12, 13 and 14, Skyline Country, a subdivision located in said SE 1/4 of Section 13, and also part of Cumberland Drive and 204th Avenue, located in said SE 1/4 of Section 13, all located in Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said NE 1/4 of the SW 1/4 of Section 13; thence N89°57'29"W (Assumed Bearing) along the South line of said NE 1/4 of the SW 1/4 of Section 13, a distance of 868.34 feet; thence N00°02'31"E, a distance of 10.00 feet; thence S89°57'29"E, a distance of 868.33 feet; thence N89°57'24"E, a distance of 2297.74 feet; thence N00°25'10"W, a distance of 31.68 feet; thence N89°34'50"E, a distance of 241.22 feet to a point on the West right-of-way line of State Highway No. 31; thence S03°25'07"E along said West right-of-way line of State Highway No. 31, a distance of 10.02 feet to the point of intersection of said West right-of-way line of State Highway No. 31 and the North right-of-way line of said Cumberland Drive, said point also being the Southeast corner of said Lot 16, Skyline Country; thence S89°34'50"W along said North right-of-way line of Cumberland Drive, a distance of 231.74 feet; thence S00°25'10"E, a distance of 31.75 feet to a point on the South line of the North 1/2 of said SE 1/4 of Section 13; thence S89°57'24"W along said South line of the North 1/2 of the SE 1/4 of Section 13, a distance of 2307.81 feet to the Point of Beginning.

Gottsch Property

EXHIBIT "A" - Page 2

Proximity Drawing of that portion of easementway which is adjacent to the existing Cowpokes Restaurant structure:



NOTE: This is a drawing of only a part of the easementway. See page 1 of this Exhibit for complete legal description.