

FIRST TOWER PLAZA

KNOW ALL MEN BY THESE PRESENTS: that First Tower Plaza 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 steam, condensate, and chilled water lines 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: Lot 1, Block 140, Original Survey of the City of Omaha, Douglas County, Nebraska.

The easement will consist generally of a horizontal corridor 4 feet high and 7 feet wide running from east to west through the boiler room of the structure located on the above described premises and known as First Tower Plaza except at the easternmost point where the corridor will be vertical.

The vertical corridor is located adjacent to east building wall extending from the pump room floor upwards 18-1/2 feet. The centerline of this corridor is 22-1/2 feet north of the south building wall and 2-1/2 feet west of the east building wall. The corridor is 5 feet thick (west to east) and 12 feet wide from north to south.

The centerline of the horizontal corridor begins 5 feet above the pump room floor, 5 feet west of the east building wall and 22-1/2 feet north of the south building wall. The centerline shall rise 4 feet, turn south for 8-1/2 feet, west for 63 feet 7-1/2 inches, then penetrates the west boiler room wall. The centerline of the 4 feet by 7 feet corridor turns south 5 feet 6 inches, rises 3 feet 6 inches, turns west 12 feet 6 inches, south 5 feet 6 inches, west 2 feet, penetrating the west building wall leaving the property.

Grantee's Equipment shall occupy the dimensions specified above, and for installation, 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.

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

1. Grantee shall hold harmless and indemnify Grantor and its lessees from and against all direct loss, cost or damage, including damage to property and injury to or death of persons resulting from any construction, maintenance, leakage, bursting, or other malfunction of Grantee's Equipment located within the above-described easement corridor, except such damage as may result from Grantor's employees', agents', contractors', lessees' or licensees' negligent acts or omissions in respect to such equipment.

2. Grantor shall notify Grantee at Grantee's offices 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 may endanger or interfere with the proper and continuous functioning of Grantee's equipment within the easement corridor.

This easement shall terminate only upon the permanent cessation of use of the above-described easement corridor for the hereinabove-described purposes by the Grantee, its successors or assigns.

Executed in Omaha, Nebraska this 19 day of April, 1985.

"First Tower Plaza Limited Partnership, a Nebraska Limited Partnership" By Mid-Nebraska Properties Limited Partnership, a Nebraska Limited Partnership, Its General Partner

By Morton Braiker  
Morton Braiker, A General Partner

STATE OF NEBRASKA     )  
  )SS  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on April 19, 1985, by Morton Braiker, General Partner of Mid-Nebraska Properties Limited Partnership, a Nebraska Limited Partnership, sole General Partner of First Tower Plaza Limited Partnership, on behalf of First Tower Plaza Limited Partnership.

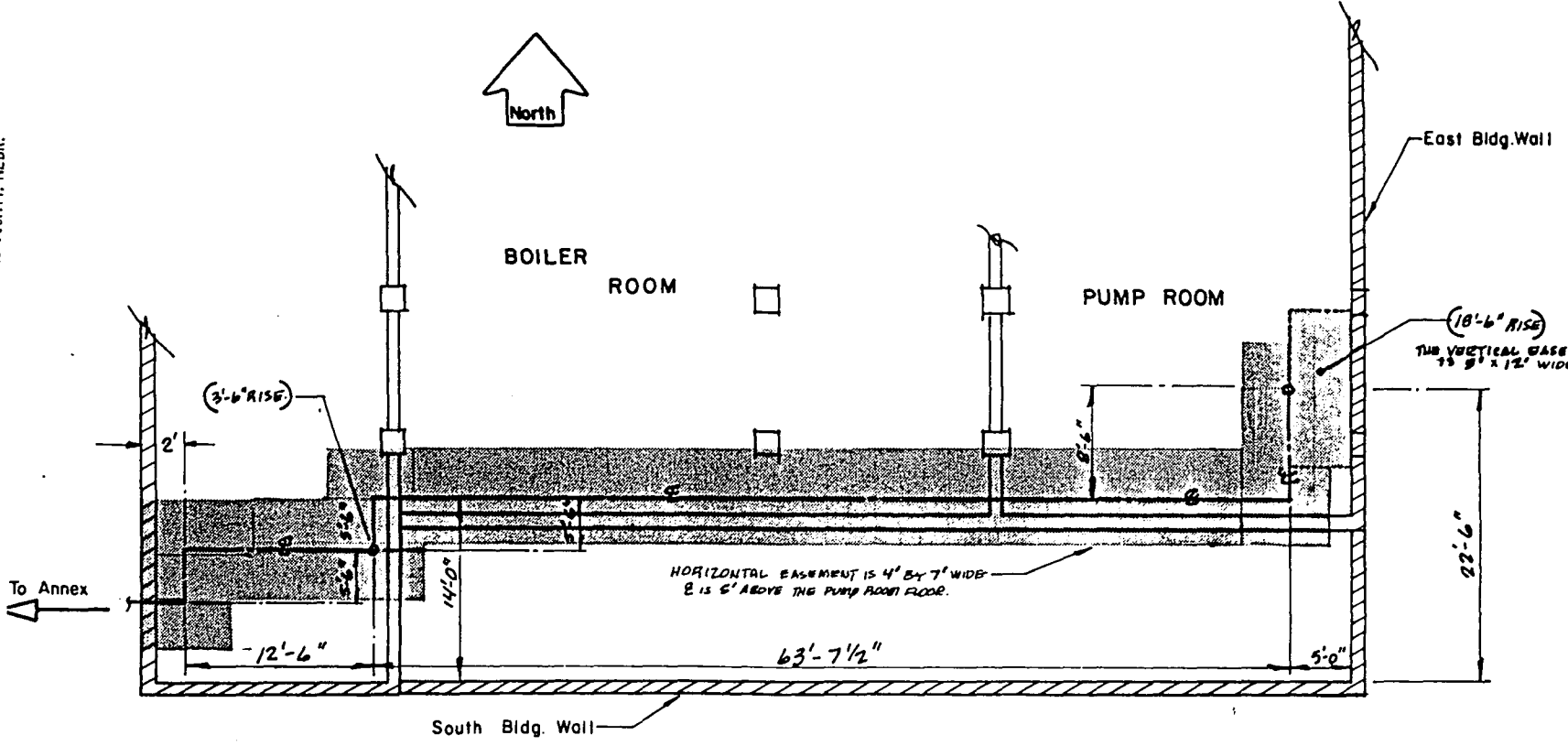
Patricia L. Welch  
Notary Public



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CLARENCE W. BOHLENWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.



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**PLAN VIEW  
 FIRST TOWER PLAZA**

SCALE - NONE

UTILITY EASEMENT DRAWING "A"

DATE 12-20-84

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