

OMAHA REAL II

KNOW ALL MEN BY THESE PRESENTS: that Omaha Real II 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: that part of Lots 2 and 3, Block 140 described as follows: Beginning at the Southeast corner of said Lot 2; thence Westerly on the South line of said Lots 2 and 3, 112.00 feet; thence Northerly on a line 112.00 feet West of and parallel to the East line of said Lot 2, 63.00 feet; thence Easterly on a line 63.00 feet North of and parallel to the South line of said Lots 2 and 3, 112.00 feet to the East line of said Lot 2; thence Southerly on the East line of said Lot 2, 63.00 feet to the point of beginning, 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 basement level of the structure located on the above described premises and known as First Tower Plaza Annex.

The centerline of the corridor shall begin 3 feet below the basement ceiling, 5 feet north of the south building wall. The centerline shall extend west for 93 feet 10 inches, and turn north for 2 feet, rise 3 feet, north 3 feet, west 11 feet 2 inches, south 1 foot 6 inches. At this point, the centerline rises 9 feet 6 inches penetrating the first floor. The centerline turns north 10 feet 6 inches, west 5 feet, and rises 10 feet 2 inches penetrating the second floor. The corridor centerline then turns west 2 feet 2 inches, penetrating the west building wall.

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.

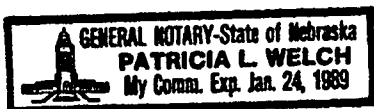
Executed in Omaha, Nebraska this 19 day of April, 1985.

OMAHA REAL II LIMITED PARTNERSHIP,  
a Nebraska Limited Partnership,

By Morton Braiker  
Morton Braiker, Its 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 Omaha Real II Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.



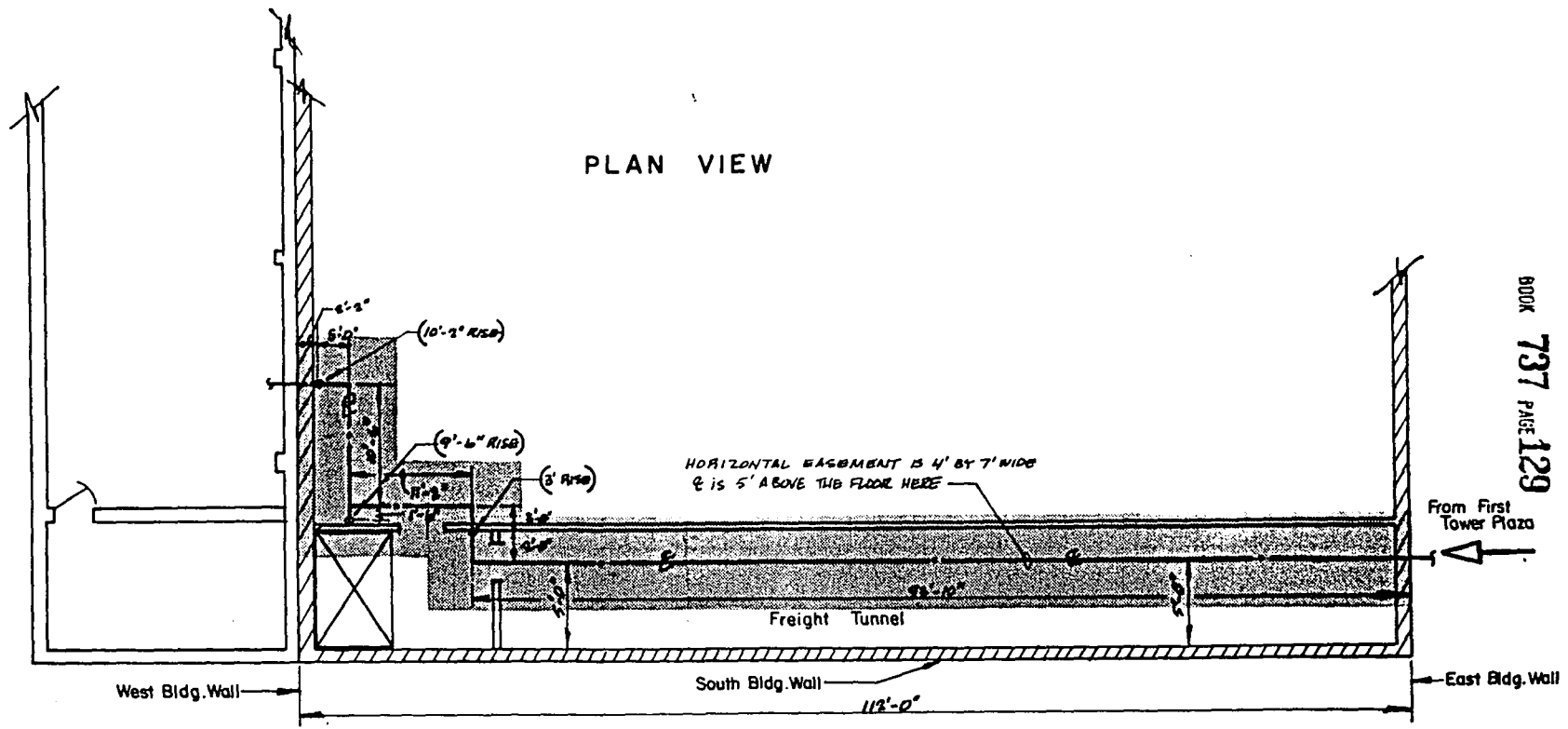
Patricia L. Welch  
Notary Public

99 Misc

RECEIVED  
1985 APR 26 PM 2:25  
GEORGE J. BUCKLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.



PLAN VIEW



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 Page 127  
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FIRST TOWER PLAZA ANNEX

SCALE - NONE

UTILITY EASEMENT DRAWING "A"

DWG 12-20-84