

RIGHT-OF-WAY GRANT AND PERMIT AND AGREEMENT

Grantor(s) for and in consideration of the sum of One Dollar (\$1.00) in hand paid, and other valuable consideration, hereby grant to NORTHERN NATURAL GAS COMPANY (operating as ENERGY SYSTEMS Division), hereinafter called Grantee, the easement right to construct, attach, operate, maintain, repair, replace or remove its delivery and return pipelines and necessary attachments (hereinafter called the "facilities") for transmitting and distributing steam (and condensate) and chilled water within, across and through the area designated and located on the plat Exhibit "A" attached hereto, which by specific reference is incorporated herein as a part hereof, together with access thereto for such purposes and subject to the following terms and conditions, to all of which Grantee agrees, to wit:

(a) Nature of Rights. The rights hereinabove granted run with the lands set forth and delineated on said Exhibit "A" and constitute a dominant interest therein. The rights granted in adjacent real estate comprising part of the subsurface rights-of-way, as shown on Exhibit "A", while binding upon Grantor(s) are subject and limited by the terms and conditions of Grantor's(s') use permits in the city of Omaha, including but not in limitation of the foregoing, the possibility of the termination by the city of Omaha of any such use permit or use permits granted by the said city of Omaha.

(b) The right of access granted hereunder shall include the right to enter upon or pass through adjoining properties of Grantor(s) for the purpose for which the easement is granted. Use of or entry over adjoining properties shall be made only where necessary for the purposes of this easement, subject to reasonable regulation by Grantor(s).

(c) Damages. Grantee shall and agrees to promptly repair or pay for the repair of any damage caused to the Grantor's(s') property

by Grantee's exercise of the rights granted herein and Grantee shall and agrees to hold harmless and indemnify Grantor(s) and any tenant or lessee of Grantor(s) occupying premises to which the easement attached or is related to, from any loss, cost and expense (including reasonable attorney fees) resulting from damage to the property, real and personal of Grantor(s) or others, including tenants or lessees of Grantor(s) or licensees of any such tenants or lessees, as aforesaid, or personal injuries to any person (including employees, agents, customers, invitees, tenants, lessees and licensees of Grantor(s) and licensees of any tenant or lessee, and Grantee), which damage or injury occurs on Grantor's(s') property above described and which arises out of the construction, operating, maintenance, replacement or removal of Grantee's facilities, except such damage or injuries which may result from the negligence of Grantor(s) or the employees, agents, invitees or licensees (including independent contractors).

(d) Grantee shall design, install, operate and maintain its facilities in a careful and workmanlike manner, having due regard for the Grantor's(s') property and its use thereof. Grantee shall immediately correct any condition such as vibration, excess noise, or any other condition deemed by Grantor(s) and any tenant or lessee of Grantor(s), as aforesaid, to be harmful to Grantor's(s') buildings or the use thereof.

The rights and obligations of the parties hereto, as hereinabove expressed, shall extend to and be binding upon the successors and assigns of both Grantor(s) and Grantee.

Dated at Omaha, Nebraska this 4th day of October, 1968.

Brandeis Investment Co.
 * Alan Baer - Vice Pres.
John Baumgardner - Secy

GRANTOR

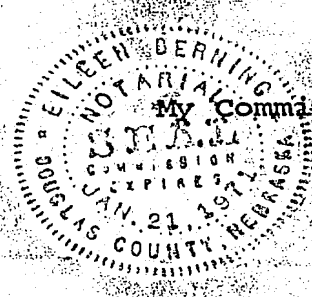
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 11th day of October, 1968, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came R. D. Grimm, Group Vice-President, and L. M. Sawtell, Assistant Secretary of NORTHERN NATURAL GAS COMPANY (operating as ENERGY SYSTEMS Division), who are personally known to me to be the identical persons whose names are affixed to the above instrument as Group Vice-President and Assistant Secretary of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

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

Eileen Berning
Notary Public
Douglas Co., Nebr.
Commission Expires
January 21, 1971

Eileen Berning
Notary Public



My Commission expires _____.

Legal Description of Brandeis Store Building,
202-12 South 16th Street, Omaha, Nebraska:

Lots One (1), Two (2), Three (3), and
Four (4), Block One Hundred Seventeen
(117), original City of Omaha.

S Mac

RECEIVED

1968 DEC 12 AM 9 45

THOMAS J O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA } ss
Douglas County }
Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 471 of Mac
Page 399

Thomas J O'Connor
Register of Deeds

ALL Northern Nat Gas Co
2223207e at

9-333
334
750
(Eun) 9