

RIGHT-OF-WAY GRANT AND PERMIT AND AGREEMENT

Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, and other valuable consideration, hereby grants to NORTHERN NATURAL GAS COMPANY (operating as ENERGY SYSTEMS Division), hereinafter called Grantee, the permanent 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, 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 sub surface rights-of-way, as shown on Exhibit "A", while binding upon Grantor, are subject and limited by the terms and conditions of Grantor'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.

It is understood, however, that Grantor at its expense may provide Grantee alternative access to the Paxton Block located on all or part of Lots Five (5) and Six (6), Block One Hundred Eighteen (118), Original City of Omaha, as surveyed and lithographed and also may provide without expense to Grantee access to the Wilson Building, located in the East two-thirds (E 2/3) of Lot One (1), Block One Hundred Eighteen (118), Original City of Omaha, and, in the event either or both of said alternative accesses are provided, the easements herein granted shall terminate and the substitute access replace the easements so terminated;

it being the intention that Grantee shall have access to the Paxton Block and the Wilson Building but in such manner as Grantor shall reasonably select.

(b) Access. The right of access granted hereunder shall include the right to enter upon or pass through adjoining properties of Grantor 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.

(c) Damages. Grantee shall and agrees to promptly repair or pay for the repair of any damage caused to the Grantor's property by Grantee's exercise of the rights granted herein and Grantee shall and agrees to hold harmless and indemnify Grantor and any tenant or lessee of Grantor 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 or others, including tenants or lessees of Grantor 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 and licensees of any tenant or lessee, and Grantee), which damage or injury occurs on Grantor's property above described and which arises out of the construction, operation, maintenance replacement or removal of Grantee's facilities, except such damage or injuries which may result from the negligence of Grantor or the employees, agents, invitees, or licensees (including independent contractors).

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

