

AGREEMENT

3 This instrument made and entered into this 29th day of May, 1992, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at P. O. Box 3330, Omaha, Nebraska, (hereinafter referred to as "Northern") and PAUL D. LINNELL AND NORMA J. LINNELL, husband and wife, (hereinafter referred to as "Owner" whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement (hereinafter referred to as "Easement") granted by H. Malcolm Baldrige, Trustee, et al on the 29th day of June, 1938, covering the following described premises in Douglas County, Nebraska:

Tax Lot 9 in Section 11, Township 14 North, Range 12 East, described by metes and bounds as follows: Beginning at a point 33 feet East of the southwest corner of the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of said Section 11; thence North 975 feet to the south line of Ralston Avenue in First Addition to Ralston; thence East along the south line of Ralston Avenue and same extended 1,898.5 feet to the centerline of 74th Street; thence North 77.5 feet to centerline of Thayer Avenue; thence East 678.3 feet to the west line of 72nd Street; thence South 1052.5 feet to a point 33 feet West of the southeast corner of the N $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 11; thence West 2576.8 feet to the place of beginning, containing 58.88 acres;

which Easement was recorded the 9th day of July, 1938, in Book 129 of Miscellaneous at Page 585, and was defined by a Modification and Amendment of Easement dated 9th day of September, 1971, recorded 27th day of September, 1971, in Book 503 of Miscellaneous at Page 323, all in the Office of the Recorder for Douglas County, Nebraska.

WHEREAS, pursuant to the authority contained in said Easement, Northern has constructed and currently operates and maintains a 4-inch pipeline (hereinafter referred to as "Pipeline Facilities"), across and through the above described premises; and

WHEREAS, Owner is the present owner of the following described real property, with facilities situated upon the following described land in Douglas County, Nebraska (hereinafter referred to as the "Owned Premises"):

Lot 57 in Ponderosa Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded; situated in Tax Lot 9, in Section 11, Township 14 North, Range 12 East.

WHEREAS, Owner has constructed a certain satellite dish (hereinafter referred to as "Improvement") within the confines of Northern's 30 foot right-of-way width, (hereinafter referred to as "Easement Area") with this written consent; and

WHEREAS, Owner has been advised by Northern that Northern is a natural gas transmission company; that Northern operates a high pressure underground natural gas pipeline through the Owned Premises; and

WHEREAS, Owner has requested permission from Northern to maintain, use, and enjoy the above-described Improvement only, upon a portion of Northern's above-mentioned Easement and in close proximity to Northern's 4-inch pipeline; and

WHEREAS, Northern is willing to grant such permission upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, the parties hereto agree as follows:

1. Northern hereby grants permission to Owner to maintain, operate, and use upon the Owned Premises and in close proximity to Northern's Pipeline Facilities, the said Improvement, subject to the following conditions:

A. That Owner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Owner or its agents,