

AGREEMENT

THIS AGREEMENT, entered into this 10 day of Dec., 1981, by and between Northern Natural Gas Company, Division of InterNorth, Inc., hereinafter referred to as The Company and Papio Natural Resources District, hereinafter referred to as The District, as follows: Company does hereby grant approval and permission to the Papio Natural Resources District, hereinafter termed the "District", to construct, operate and maintain grade stabilization structures and appurtenances thereto, designated as S-6 in the Papillion Creek Watershed plans, in, over and across,

The Northwest Quarter (NW-1/4) of Section Twenty-one (21), Township Fourteen (14) North, Range Eleven (11) East of the 6th p.m., Sarpy County, Nebraska.

hereinafter termed the "easement area" in accordance with the plans and specifications for such a structure prepared by the Soil Conservation Service - U.S. Department of Agriculture, such approval and permit to be subject to the following terms and conditions, to-wit:

1. Company's improvements in the Easement Area damaged as a result of construction, operation or maintenance of the structure and appurtenances are properly and immediately restored to their "as built" condition.
2. The District agrees to hold the Company harmless from and against any and all liability, causes of action and claims arising out of or resulting from the use of said Easement Area by the District, including liability for any injury to any personnel employed by the District or any personnel employed by contractors or subcontractors of the District or the Soil Conservation Service, U.S. Dept. of Agriculture.
3. Upon completion of construction of the structure or any modification, the District shall furnish to the Company two copies of "as built" plans for the construction or modification.
4. The District agrees to reimburse the Company upon demand, for the cost of any work done by Company in the Easement Area attributable to removal, reinstallation, replacement, relocation and/or alteration of the Company's improvements at the Easement Area undertaken by Company at the request of the District.
5. The District assumes the entire risk of loss or damage to its structure, from all causes whatsoever, including flood, or other natural disaster or act of God, and Company shall not have any responsibility for maintenance of the District's structure.
6. It is understood that this agreement does not include a warranty by the Company of its title to its easement in the Easement Area or to the permit to co-occupy the same herein conveyed. It shall be the responsibility of the District to secure such other land rights as shall be necessary for its structure.
7. This Agreement shall be effective upon return by the District to the Company of a copy hereof, bearing the acceptance by the District of the terms and conditions hereof endorsed, in the space provided below for such acceptance.

FILED FOR RECORD 2-25-82 3:40 P.M. IN BOOK 55 Miss. Rec.
 PAGE 132 Carl L. Hillbils REGISTER OF DEEDS, SARPY COUNTY, NEB. 6

55-132A

DATED this 15th day of January, 19 82.

Northern Natural Gas Company

E. D. Berdine
E. D. Berdine, Area Manager

Accepted by the Papio Natural Resources District this 10th day of December, 19 81.

[Signature]
General Manager

Papio Natural Resources District

[Signature]
Don Johnson, Chairman

I, James O. Thone, Certify that the Board of Directors of the Papio Natural Resources District passed a resolution authorizing the District to enter into the above agreement of an official meeting on the 10th day of December, 1981.

[Signature]
James Thone, Secretary
Papio Natural Resources District

STATE OF IOWA
COUNTY OF Polk

On this 15 day of JANUARY, A.D., 19 82, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came E. D. BERDINE, Des Moines Area Manager of NORTHERN NATURAL GAS COMPANY, who is personally known to me to be the identical person whose name is affixed to the above instrument as Des Moines Area Manager of said corporation, and that as Des Moines Area Manager being authorized to execute the foregoing instrument on behalf of NORTHERN NATURAL GAS COMPANY, he acknowledged the said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal at Des Moines, Iowa, in said county and state, the date aforesaid.

[Signature]
Notary Public

