

AGREEMENT

59-2504

THIS AGREEMENT, entered into this 5th day of September, 1985, by and between Northern Natural Gas Company, Division of InterNorth, Inc., hereinafter referred to as the Company and the PAPIO Natural Resources District, hereinafter referred to as the District, as follows:

WHEREAS, the Company holds easements of record dated #1-22-62 and recorded in book 29 of Miscellaneous, Page 405; 3-09-62, Sarpy, Nebraska records for the purpose of or in connection with the construction, operation, inspection, maintenance, protection, replacement, change in size of or removal of pipelines, gate valves and other appurtenances including cathodic protection equipment, over, across, or through the following described land in Sarpy County, Nebraska,

Southeast Quarter (SE1/4) Section Sixteen (16), Township Thirteen (13) North, Range Eleven (11) East.

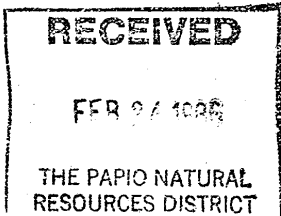
WHEREAS, the District holds on easement for the purpose of or in connection with the construction, operation, maintenance, and inspection of a floodwater retarding structure designated as GS-16 in the plans for Buffalo Creek Watershed on the above described property, and

WHEREAS, the easement of record held by the Company predates that of the easement of record held by the District, and

IT IS THEREFORE MUTUALLY AGREED, THAT:

1. The Company will permit the District to construction, operate and maintain structure GS-16 cited above in accordance with plans and specifications as prepared by the U.S.D.A. Soil Conservation Service.
2. The District, its successors and assigns will not excavate within fifty (50) feet of the Company's pipeline(s) nor will the constructed embankment exceed 8 feet above the existing grade.
3. The District will hold and save harmless the Company from any damage, loss, or expense arising from said construction or storage of waters therefrom, including contamination or alleged contamination of impounded waters, alleged damages to persons or property whether such claims, demands or suits are well founded or fraudulent.
4. The rights and privileges contained in the easements of record and cited above are not inconsistent with the rights and privileges of each of the parties hereto and said rights and privileges shall be respectively retained.
5. The District, its successors and assigns shall be held responsible for any scouring over or in the vicinity of Northern's pipelines as a results of this structure. It is further agreed the District, at its expense, shall take action to cause placement of cover over the affected pipeline if such scouring takes place.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.



NORTHERN NATURAL GAS COMPANY

BY [Signature]

Title Operations Manager

I, Jerry R. Wehrspann, certify that the Board of Directors of PAPIO Natural Resources District passed a resolution authorizing the District to enter into the above agreement at an official meeting on the 5th day of September, 1985

12783 [Signature]
PAPIO Natural Resource District

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FILED FOR RECORDING IN BOOK 59 OF NEBRASKA RECORDS OF NEBRASKA COUNTY, NEBR.
8-21-86 11:59 AM
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C. J. [Signature]