

This Instrument Drafted By
And To Be Returned To:
Right-of-Way Department
Northern Natural Gas Company
P.O. Box 3330
Omaha, Nebraska 68103-0330

96-019952

96 JUL -2 AM 9:55

Sharon J. Tregaron
REGISTER OF DEEDS

Line No.: 480-1-19
480-1-20

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Verify
D.E.
Proof
Fee \$ 154.00
Ck
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AGREEMENT

This instrument made and entered into this 22nd day of July, 1996, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, (hereinafter referred to as "Northern"), with principal offices at P.O. Box 3330, Omaha, Nebraska, and SANITARY AND IMPROVEMENT DISTRICT NO. 171 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "Owner").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Edward Rahm, on the 13th day of March, 1931, covering the following described premises in Sarpy County, Nebraska:

The Southeast Quarter of Section 10, Township 13 North, Range 13 East; also the Southwest Quarter of the Northeast Quarter of Section 10, Township 13 North, Range 13 East;

which Easement was recorded the 16th day of January, 1932, in Book 8 of Miscellaneous at Page 232, in the Office of the Register of Deeds for Sarpy County, Nebraska; and

WHEREAS, Northern is the holder of another Easement granted by George M. Greene and Lida C. Greene on the 14th day of March, 1931, covering the following described premises in Sarpy County, Nebraska:

Any and all that part of Lot 12 of the Butterfields subdivision lying North of the middle of the main channel of Papillion Creek; also all that part of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and also that part of the Southeast Quarter (SE $\frac{1}{4}$), all in Section 10, Township 13 North, Range 13 East, lying North and East of middle of the main channel of Papillion Creek in last two described tracts, also being known on the tax records of Sarpy County, Nebraska, as tax lots 1, 2 and 4 in said section 10, containing in all 38.67 acres more or less, also, all that part of the SE $\frac{1}{4}$ of Section 10, which is northerly of center of the channel of Papillion Creek as the same ran prior to the construction of the Papillion Drainage Ditch by the Papillion Drainage District during the years 1910, and 1911;

which Easement was recorded the 16th day of January, 1932, in Book 8 of Miscellaneous at Page 225 in the Office of the Register of Deeds for Sarpy County, Nebraska; and both were defined by a Modification and Amendment of Easement granted to Sanitary and Improvement District No. 171 of Sarpy County, Nebraska, executed on the 29th day of May, 1996, and recorded on the 18th day of June, 1996, as Document No. 96-11730, (hereinafter referred to as "Easements");

WHEREAS, pursuant to the authority contained in said Easements, Northern has constructed and currently operates and maintains an 18-inch pipeline along with the right to install additional pipelines and facilities from time to time (hereinafter referred to as "Pipeline Facilities"), across and through the above described premises; and

WHEREAS, Owner is the present Owner of real property, with Pipeline Facilities situated upon this property, as described on Exhibit "A", attached hereto and by this reference made a part hereof, (hereinafter referred to as the "Owned Premises");

WHEREAS, Owner plans to construct a golf course and related facilities (hereinafter referred to as "Encroachment") upon and within a portion of the confines of Northern's 100-foot right-of-way width (hereinafter referred to as "Easement Area"), with this written consent; and

RECORDED NOTE

Indexed

Tregaron, Tregaron Plat I, Tregaron Plat II

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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 Encroachment upon a portion of Northern's above-mentioned Easement Area and in close proximity to Northern's Pipeline Facilities; 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 Encroachment, 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 respective agents, invitees, or licensees present on or in the vicinity of the Easement Area and in any way associated with said Encroachment.

B. That the permission granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area of Northern's Pipeline Facilities; nor shall Owner alter the grade or permit such alteration anywhere on the land upon which Northern has reserved its easement rights, without the prior express written consent of Northern.

C. That Owner shall at all times conduct all its activities on said Easement Area in such a manner as not to interfere with or impede the operation of Northern's Pipeline Facilities and activities in any manner whatsoever.

D. That Owner shall use only D6 bulldozers or lighter equipment to regrade the area over Northern's pipeline.

E. That fill over the pipeline shall be placed in 6" lifts and compacted to 90% of the soil's maximum dry density.

F. That construction equipment will not be allowed over the pipeline where the amount of cover is less than 2.5 feet.

G. That Northern's Operations personnel shall notify the contractor if the pipeline operating pressure drops to an unacceptable level. The contractor shall immediately stop all construction equipment from working over the pipeline and remove equipment from pipeline right-of-way until further notice.

H. That before starting the grading operations over the pipeline, the location of the pipeline shall be flagged by Northern's Operations personnel so that the heavy equipment operators are aware of its location. Areas with less than 2.5 feet of cover shall be identified and no construction equipment will be allowed in these areas.

I. That contractor may, with Northern's approval, place additional fill material over the pipeline in areas with less than 36" of cover. Fill shall be pushed from the side over the pipeline; i.e. no heavy equipment shall be allowed over the line. Compaction shall be completed using hand held tampers or other approved methods.

J. That Northern shall be notified 24 hours in advance prior to any work being performed within Northern's pipeline easement. Contractor shall call (402)633-4200 to notify Northern.

2. Owner agrees to indemnify, protect, and hold Northern, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, cause of action, negligence, transaction or

omission of Owner in connection with, or incidental to the construction, operation, maintenance, or use of the said Encroachment with and upon the Easement Area, or from the operation, maintenance, use or presence of Northern's Pipeline Facilities upon or in the vicinity of the Easement Area except where such loss, cost, liability, or expense was proximately caused solely by the gross negligence of Northern or its employees. It is understood and agreed by the parties that under this Agreement, Owner shall be jointly and severally liable.

3. Owner agrees that protection of Northern's Pipeline Facilities will be maintained at all times.

4. Should Northern need to remove any of Owner's said Encroachment within its Easement Area in order to construct, maintain, operate, repair, remove, or resize Northern's existing or additional Pipeline Facilities, Owner or its respective heirs, successors, and assigns shall pay the cost of removing and replacing or reinstalling said Encroachment. In addition, all repair and maintenance work performed by Northern, on its existing or additional Pipeline Facilities located on the Owned Premises, shall be performed in a reasonable workmanlike manner, and Northern shall restore the grade of Owned Premises where the work is performed, but shall not be liable for any loss, damage, or replacement to Owner's said Encroachment, including but not limited to sod, turf, landscaping, trees, shrubs, and other golf course-related items, or any associated equipment and facilities that exist within the Easement Area, and in this regard, Owner hereby releases Northern, its employees, agents, officers, and directors from any and all liability for any such loss or damage.

5. The Parties hereto understand that this Agreement in no way constitutes a waiver by Northern of its rights to enjoy its Easements unencumbered by the construction of said Encroachment within Northern's Easement Area.

6. It is expressly agreed to by and between the parties hereto that if Owner is in violation of any terms or conditions set forth in this Agreement, Northern, at its option, may terminate this Agreement upon ten (10) days' notice to the Owner. In the event of such termination, Owner shall immediately remove any and all of said Encroachment which may be situated on the Easement Area, or if Owner fails to remove any and all of said Encroachment, Northern may, at its option, remove said Encroachment at the expense of Owner and without any liability whatsoever. It is further agreed that the failure by Northern to exercise such option as to any such violation shall not constitute a waiver of Northern's future right to exercise such option as to the same or any future violation.

7. The provisions of the Easements, and all rights, powers, privileges, duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth above.

8. Owner agrees to indemnify, defend and hold Northern, its parent and affiliated companies, and the directors, officers and employees of any such corporate entities harmless from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees arising from: (1) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the said Encroachment on the Owned Premises described herein, and (2) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement Area that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the Easement Area.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties and the benefits of this Agreement shall run with the land.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"NORTHERN"
NORTHERN NATURAL GAS COMPANY

"OWNER"
SANITRAY AND IMPROVEMENT DISTRICT
NO. 171 OF SARPY COUNTY, NEBRASKA

By: David W. Sinclair

By: Ronald E. Smith

Title Agent and Attorney-in-Fact

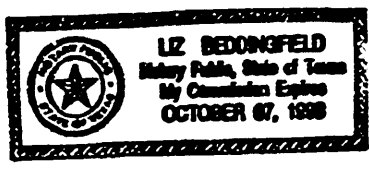
Title Chairman

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

On this 20th day of Sept., 1996, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came David W. Sinclair, the Agent and Attorney-in-Fact of Northern Natural Gas Company, who is personally known to me to be the identical person whose name is affixed to the above instrument in the capacity stated, and 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 Houston, in said county and state, the date aforesaid.

(SEAL)



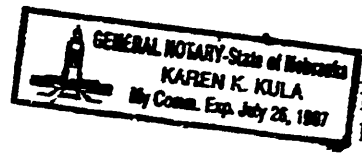
Liz Beddingfield
Notary Public
My Commission Expires Oct. 7, 1999

STATE OF Nebraska)
)SS
COUNTY OF Douglas)

On this 22nd day of July, 1996, before me a Notary Public duly commissioned and qualified in and for said county and state, personally appeared Ronald E. Smith, Chairman of SID 171 Sarpy County, NE to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

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

(SEAL)



Karen K. Kula
Notary Public
My Commission Expires _____

96-19952D

EXHIBIT "A"

TREGARON

LOTS 1 THRU 257 INCLUSIVE & OUTLOT "A"

BEING A REPLAT OF LOT 10, STONECROFT REPLAT I, A SUBDIVISION LOCATED IN THE NW 1/4 OF SECTION 10; AND ALSO BEING A PLATING OF PART OF TAX LOT 9A1, PART OF TAX LOT 8, AND PART OF TAX LOT 3A, TAX LOTS LOCATED IN THE NORTH 1/2 OF SAID SECTION 10; AND ALSO BEING A PLATING OF PART OF TAX LOT 10, A TAX LOT LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10; AND ALSO BEING A PLATING OF PART OF SAID SW 1/4 OF SECTION 10; AND ALSO BEING A PLATING OF PART OF TAX LOT 3, A TAX LOT LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 10; AND ALSO BEING A PLATING OF PART OF THE WEST 1/2 OF THE SE 1/4 OF SAID SECTION 10; ALL LOCATED IN TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 5TH P.M., SAGY COUNTY, NEBRASKA, more particularly described as follows:

Beginning at the Southwest corner of Lot 244, Stonecroft, a subdivision located in said NW 1/4 of Section 10, said point also being on the East right-of-way line of 25th Street, said point also being on the South line of said NW 1/4 of Section 10; thence N89°14'49"E (assumed bearing) along said South line of the NW 1/4 of Section 10, said line also being the South line of said Stonecroft and said Stonecroft Replat I, a distance of 1894.34 feet to the Southwest corner of said Lot 10, Stonecroft Replat I; thence along the Westerly line of said Lot 10, Stonecroft Replat I, on the following described courses; thence N50°17'20"E, a distance of 175.30 feet; thence N47°04'28"W, a distance of 135.00 feet; thence Northeasterly on a curve to the left with a radius of 429.42 feet, a distance of 50.03 feet, said curve having a long chord which bears N42°55'34"E, a distance of 50.00 feet; thence S47°04'26"E, a distance of 140.00 feet; thence N45°07'37"E, a distance of 93.55 feet; thence N26°12'25"E, a distance of 217.91 feet; thence N36°31'40"E, a distance of 94.79 feet; thence N05°29'51"E, a distance of 88.51 feet; thence N12°03'16"E, a distance of 41.12 feet to the Northwest corner of said Lot 10, Stonecroft Replat I; thence along the Northerly line of said Stonecroft Replat I and also the Northerly line of said Stonecroft, said lines also being the Southerly line of said Tax Lot 9A1, on the following described courses; thence S76°53'41"W, a distance of 55.00 feet; thence N58°46'46"W, a distance of 1208.15 feet; thence N42°45'38"W, a distance of 820.55 feet; thence Northwesterly, on a curve to the left with a radius of 138.41 feet, a distance of 109.94 feet, said curve having a long chord which bears N65°30'59"W, a distance of 107.08 feet; thence N88°16'19"W, a distance of 201.47 feet to the Southeast corner of Lot 2, Whitted Creek, a subdivision located in said NW 1/4 of Section 10; thence N03°03'54"E along the East line of said Lot 2 and Lot 1, Whitted Creek, a distance of 222.47 feet; thence N28°15'32"E, a distance of 130.44 feet; thence Northeasterly, on a curve to the left with a radius of 120.76 feet, a distance of 53.04 feet; said curve having a long chord which bears N15°40'38"E, a distance of 52.61 feet; thence N03°05'45"E, a distance of 132.95 feet to a point on the South line of Tax Lot 9B, a tax lot located in said NW 1/4 of Section 10; thence S85°30'56"E along the South line of said Tax Lot 9B and also the South line of Tax Lot 9C, a tax lot located in said NW 1/4 of Section 10, a distance of 333.83 feet to the Southeast corner of said Tax Lot 9C; thence N04°59'04"E along the East line of said Tax Lot 9C, a distance of 200.00 feet to the Northeast corner of said Tax Lot 9C, said point also being a point on the Southerly right-of-way line of Capehart Road; thence along said Southerly right-of-way line of Capehart Road on the following described courses; thence S85°30'05"E, a distance of 782.88 feet; thence S87°39'24"E, a distance of 199.84 feet; thence S77°19'08"E, a distance of 752.36 feet to a point on the West right-of-way line of the Papillion Drainage Ditch; thence S00°04'25"W along said West right-of-way line of the Papillion Drainage Ditch, a distance of 266.17 feet; thence N89°47'04"W, a distance of 219.30 feet; thence S00°12'55"W, a distance of 300.00 feet; thence S89°47'05"E, a distance of 220.04 feet to a point on said West right-of-way line of the Papillion Drainage Ditch; thence S00°04'25"W along said West right-of-way line of the Papillion Drainage Ditch, a distance of 429.24 feet to a point on the South line of the N 1/2 of said NW 1/4 of Section 10; thence N89°06'22"E along said South line of the N 1/2 of the NW 1/4 of Section 10, a distance of 75.01 feet to the Southeast corner of said N 1/2 of the NW 1/4 of Section 10, said point also being the Northwest corner of said Tax Lot 1A; thence S00°04'25"W along the East line of said NW 1/4 of Section 10, a distance of 56.25 feet to a point on the Southerly right-of-way line of said Papillion Drainage Ditch; thence along said Southerly right-of-way line of the Papillion Drainage Ditch on the following described courses; thence Southeasterly on a curve to the left with a radius of 847.02 feet, a distance of 832.70 feet, said curve having a long chord which bears S41°54'12"E, a distance of 799.56 feet; thence S70°04'01"E, a distance of 98.50 feet; thence Southeasterly on a curve to the left with a radius of 2892.11 feet, a distance of 292.29 feet, said curve having a long chord which bears S72°57'44"E, a distance of 292.17 feet; thence S75°51'24"E, a distance of 90.41 feet to a point on the West right-of-way line of the Kennedy Freeway; thence S10°15'44"E along said West right-of-way line of the Kennedy Freeway, a distance of 536.68 feet; thence S10°14'26"E along said West right-of-way line of the Kennedy Freeway, a distance of 310.98 feet; thence S09°09'00"W along said West right-of-way line of the Kennedy Freeway, a distance of 157.75 feet; thence S89°16'14"W, a distance of 193.52 feet; thence N50°14'38"W, a distance of 713.06 feet; thence S00°43'46"E, a distance of 730.74 feet; thence S89°56'39"W, a distance of 194.26 feet; thence S00°14'40"W, a distance of 638.86 feet; thence S83°31'03"W, a distance of 194.66 feet to a point on the East line of said SW 1/4 of Section 10, said line also being the East line of said Tax Lot 10; thence S00°04'15"W along said East line of the SW 1/4 of Section 10, a distance of 1286.80 feet to the Southeast corner of said SW 1/4 of Section 10, said point also being the Southeast corner of said Tax Lot 10; thence S89°41'12"W along the South line of said SW 1/4 of Section 10, said line also being the South line of said Tax Lot 10, a distance of 888.39 feet; thence N00°02'27"E, a distance of 208.71 feet; thence S89°41'12"W, a distance of 208.71 feet to a point on the East line of Tax Lot 11, a tax lot located in said SW 1/4 of Section 10; thence N00°02'27"E along said East line of Tax Lot 11, a distance of 183.29 feet to the Northeast corner of said Tax Lot 11; thence S89°41'12"W along the North line of said Tax Lot 11, a distance of 222.25 feet to the Northwest corner of said Tax Lot 11, said point also being a point on the West line of the SE 1/4 of said SW 1/4 of Section 10; thence S00°02'27"W along the West line of said Tax Lot 11, said line also being said West line of the SE 1/4 of the SW 1/4 of Section 10, a distance of 359.00 feet to a point on the North right-of-way line of Fairview Road; thence S89°41'12"W along said North right-of-way line of Fairview Road, a distance of 1269.38 feet to the point of intersection of said North right-of-way line of Fairview Road and said East right-of-way line of 25th Street; thence N00°00'39"E along said East right-of-way line of 25th Street, a distance of 2621.22 feet to the point of beginning.