



BK 0824 PG 399



MISC 1987 14756

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of August, 198~~6~~<sup>7</sup>, by and between NORTHERN NATURAL GAS COMPANY, Division of Enron Corp., a Delaware corporation, with principal offices at 2223 Dodge Street, Omaha, Nebraska (hereinafter referred to as "Northern"), and CHARLES W. RIBICK and JUDITH A. RIBICK, husband and wife, (hereinafter referred to as "Owner").

## WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement Grant for a one hundred (100) foot right-of-way dated October 10, 1979, covering the following described premises in Douglas County, Nebraska:

*OK* Southwest Quarter (SW1/4), Section Ten (10), Township Fourteen (14) North, Range Twelve (12) East.

which Easement Grant has been recorded in the office of the Douglas County Register of Deeds in Book 263 at Page 263.

WHEREAS, Owner is the present owner of the following described parcel of real estate (hereinafter referred to as the "Premises") which is covered by Northern's Easement Grant set forth above:

*OK* Lot 177, in Turtle Creek, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

WHEREAS, Owner has been advised by Northern that Northern is a natural gas transmission company and that Northern operates a sixteen-inch (16") high pressure underground natural gas pipeline through the Premises, and has the right to construct additional

pipelines through the Premises, as well as exercise other rights under the Easement Grant referred to above; and

WHEREAS, Owner has requested permission to construct a fence across Northern's right-of-way and natural gas pipeline, in accordance with the drawing marked Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Improvements"); 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 construct the Improvements as shown on Exhibit "A" upon the Premises subject to the following conditions:

A. The fence shall be constructed no closer than five (5) feet from Northern's natural gas pipeline as shown on Exhibit "A".

B. That Owner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Owner or its agents, invitees or licensees present on or in the vicinity of the Improvements.

C. That the permission granted herein is limited exclusively to the Improvements, and the Owner shall not change the grade nor construct or permit the construction of other or additional improvements of any nature on or over Northern's easement without the prior express written consent of Northern.

D. That Owner shall at all times conduct all its activities on such above-described Easement Grant in such a manner as not to interfere with or impede the construction, operation, or maintenance of Northern's pipeline facilities and activities in any manner whatsoever, except as expressly authorized herein.

2. Owner shall save harmless and indemnify Northern, its officers, employees, and directors, from and against all claims, loss, cost, or liability on account of injury to or death of any person (including, but not limited to, third parties, employees of Northern, Owner and their agents, invitees, licensees, dependents, heirs, and personal representatives), and damage to or loss of property, including Northern's property, which is alleged or claimed to have been caused by, or to have arisen out of, or to have resulted from either the construction, operation, maintenance, use or presence of the Improvements.

3. Except in emergency situations, Northern shall give to the Owner thirty (30) days prior written notice of any planned removal of the Improvements. Should Northern need to remove any of the Improvements in order to maintain, repair, remove, or re-size Northern's pipeline facilities, or install new or additional pipeline facilities, Owner or their heirs, successors, and assigns shall either remove the Improvements at their own costs and expense, or shall pay to Northern the cost of removing the Improvements, which removal shall be done in a good and workmanlike manner. All work for the operation, repair, maintenance, or construction of its pipeline facilities on the Premises shall be performed by Northern in a good and workmanlike

manner, but Northern shall not be liable for loss or damage to, or replacement of, Owner's Improvements, and in this regard, Owner hereby releases Northern, its employees, agents, officers, and directors from any and all liability for any such loss, damage, or any obligation to repair or replace said Improvements, and Owner agrees to hold Northern, its employees, directors, and officers harmless from any such claims.

5. The Parties hereto understand that this Agreement in no way constitutes a waiver by Northern of its rights to enjoy its above-mentioned Easement Grant unencumbered by the construction of permanent structures, improvements, or facilities upon or within Northern's easement above-described.

6. It is expressly agreed to by and between the Parties hereto that if Owner violates 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 Improvements, or if Owner fails to remove the Improvements, Northern may, at its option, remove said Improvements or any other unauthorized improvements at the expense of Owner and without any liability for damage to the Owner's property. It is further agreed that the failure by Northern to exercise such option as to any particular 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 above-mentioned Easement Grant owned by Northern, 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.

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 shall run with the land.

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

"NORTHERN"

"OWNER"

NORTHERN NATURAL GAS COMPANY  
Division of Enron Corp.

BY Dave Schafer  
Vice President  
Title \_\_\_\_\_

Charles W. Ribick  
Charles W. Ribick

Attest Joseph L. Carney  
Assistant Secretary

Judith A. Ribick  
Judith A. Ribick

SEAL  
STATE OF Nebraska )  
COUNTY OF Douglas ) SS

On this 11th day of August, 1988, before me, a Notary Public in and for said county and state, personally appeared Dave Schafer the Vice President of NORTHERN NATURAL GAS COMPANY, Division of Enron Corp., to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed and the voluntary act and deed of said corporation.

GENERAL NOTARY - State of Nebraska  
JOSEPH L. CARNEY  
My Comm. Exp. May 5, 1988

Joseph L. Carney

(SEAL)

My Commission Expires:  
5-5-88

STATE OF Neb. )  
COUNTY OF Douglas ) SS

On this 6 day of March, 1986, before me, a Notary Public in and for said county and state, personally appeared CHARLES W. RIBICK to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Albra Guthrie  
Notary Public



Commission Expires:  
July 18, 1988

STATE OF Neb. )  
COUNTY OF Douglas ) SS

On this 6 day of March, 1987, before me, a Notary Public in and for said county and state, personally appeared JUDITH A. RIBICK to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Albra Guthrie  
Notary Public



Commission Expires:  
July 18, 1988

RGM:eag/32

SW 1/4 SEC.10-T14N-R12E, DOUGLAS COUNTY NE.

CHUCK RIBICK

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1987 AUG 20 AM 9:38  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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