



BK 0980 PG 711-714



MISC 1991 20355

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

AGREEMENT

This instrument made and entered into this 20th day of September, 1991, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at 1111 South 103 Street, Omaha, Nebraska (hereinafter referred to as "Northern"), and CALVIN F. HESSON AND JULIE A. HESSON (hereinafter referred to as "Owner" whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by W. H. F. Penke and Sophie M. Penke on the 8th day of June, 1962, covering the following described premises in Douglas County, Nebraska:

All of the Northwest Quarter (NW¹/₄), except the East 36.48 acres and except the East 466 feet of the North 466 feet of the West Half of the Northeast Quarter of the Northwest Quarter (W¹/₂ NE¹/₄ NW¹/₄), and except the West 989.20 feet thereof, in Section 6, Township 15 North, Range 12 East; said easement right is limited to 50 feet, 25 feet on either side of the centerline of Northern's pipeline;

which Easement Grant was recorded the 25th day of June, 1962, in Book 382 of Miscellaneous, at Page 369, in the Office of the County Register of Deeds for Douglas County, Nebraska (hereinafter referred to as "Easement"); and

WHEREAS, pursuant to the authority contained in said Easement, Northern has constructed and currently operates and maintains a 16-inch pipeline (hereinafter referred to as "Pipeline Facilities"), across and through the above described premises; and

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

Lot 152 of Greentree Addition to Park View Heights as surveyed, platted, and recorded in Douglas County, Nebraska; said Addition is located in the Northwest Quarter (NW¹/₄) of Section 6, Township 15 North, Range 12 East.

WHEREAS, Owner has in-place a certain concrete patio (hereinafter referred to as "Patio") upon and within a portion of the confines of Northern's 50-foot right-of-way width, 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 Patio upon a portion of Northern's above-mentioned Easement and approximately 24 feet to the north side of Northern's 16-inch pipeline; and

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

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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MC-14330

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 approximately 24 feet to the north side of Northern's Pipeline Facilities, the said Patio, 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 property occupied by said Patio.

B. That the permission granted herein is limited exclusively to the existing Patio upon the Owned Premises within the right-of-way of Northern's Pipeline Facilities; nor shall Owners alter the grade or permit such alternation 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 such above-described Easement 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 not plant any trees or shrubs that would exceed an eventual growth height of six (6) feet, within the remaining confines of Northern's easement strip.

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, cause of action, 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, negligence, transaction or omission of Owner in connection with, or incidental to the construction, operation, maintenance, or use of the Patio 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, owners 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 Patio within its easement in order to maintain, repair, remove, or resize Northern's Pipeline Facilities, Owner or its respective heirs, successors, and assigns shall pay the cost of removing and replacing or reinstalling said Patio. In addition, all repair and maintenance work performed by Northern, on its Pipeline Facilities located on the Owned Premises, shall be performed in a reasonable workmanlike manner and Northern shall restore the surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to Owner's Patio or any associated equipment and facilities

that exist within the right-of-way, 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 above-mentioned Easement unencumbered by the construction of permanent structures, improvements, or within Northern's Pipeline easement.

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 Patio which may be situated on the Encroachment Area, or if Owner fails to remove any and all of the above said facilities, Northern may, at its option, remove said facilities at the expense of Owner and without any liability for damage to such equipment and facilities. 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. It is expressly understood by the parties hereto that this Agreement shall run with the land.

8. The provisions of the above-mentioned Easement, 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 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"

"OWNERS"

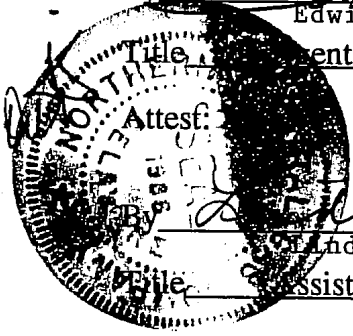
NORTHERN NATURAL GAS COMPANY

By [Signature]
Edwin R. Peck, Jr.
Title, Agent and Attorney-in-Fact

[Signature]
Calvin F. Hesson

Attest:
By [Signature]
Linda F. Jenkins
Title, Assistant Secretary

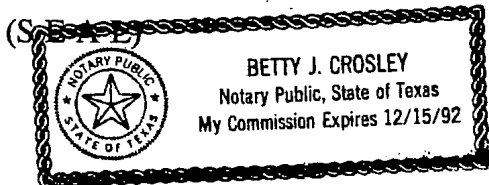
[Signature]
Julie A. Hesson



STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

On this 2nd day of October, 1991, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Edwin R. Peck, Jr., 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.



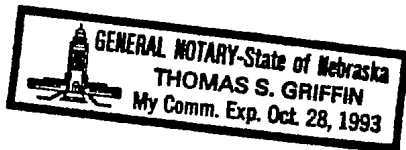
Betty J. Crosley
Notary Public
My Commission Expires _____

STATE OF Nebraska)
)SS
COUNTY OF Douglas)

On this 20 day of September, 1991, before me a Notary Public duly commissioned and qualified in and for said county and state, personally appeared Calvin F. Mysson and Julie A. Mysson to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

(S E A L)



Thomas S. Griffin
Notary Public
My Commission Expires _____

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