

Lands

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

RECEIVED

OCT 18 9 29 AM '95

GEORGE J. SCHWAB
REGISTER
DOUGLAS COUNTY



493-1-66

AGREEMENT

This instrument made and entered into this 24th day of August, 1995, 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 GARY NEDVED AND CHRISTIE NEDVED, husband and wife (hereinafter referred to as "Owners").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Joe E. Plambeck Jr., et al., on the 30th day of March, 1962, covering the following described premises in Douglas County, Nebraska:

The Northwest Quarter (NW/4) of Section 9, Township 14 North, Range 11 East;

which Easement was recorded the 10th day of May, 1962, in Book 380 of Miscellaneous at Page 295, and was defined by a Ratification of Plat dated the 12th day of December, 1994, and recorded on the 15th day of February, 1995, in Book 1140 of Miscellaneous, at Page 265, all in the Office of the Register of Deeds for Douglas County, (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 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, Owners are the present Owners of the following described real property, with Pipeline Facilities situated upon the following described land in Douglas County, Nebraska (hereinafter referred to as the "Owned Premises"):

Lot 209 of Cinnamon Creek in the southeast corner of the Northwest Quarter (NW/4) of Section 9, Township 14 North, Range 11 East.

WHEREAS, Owners plan to construct a certain driveway (hereinafter referred to as "Encroachment") upon and within a portion of the confines of Northern's 66-foot right-of-way width (hereinafter referred to as "Easement Area"), with this written consent; and

WHEREAS, Owners have 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, Owners have requested permission from Northern to maintain, use, and enjoy the above-described Encroachment upon a portion of Northern's above-mentioned Easement 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.

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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 Owners 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 Owners assume all risks for damages, injuries, or loss to either property or persons, which may be incurred by Owners 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 Owners alter the grade or permit such alteration anywhere on the land upon which Northern has reserved its easement right, without the prior express written consent of Northern.

C. That Owners 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 Owners shall not plant any trees or shrubs within the confines of Northern's Easement Area without the prior express written consent of Northern. Said trees and shrubs shall not exceed an eventual growth height of six (6) feet.

2. Owners agree 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 Owners 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, Owners shall be jointly and severally liable.

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

4. Should Northern need to remove any of Owners' said Encroachment within its Easement Area in order to construct, maintain, operate, repair, remove, or resize Northern's existing or additional Pipeline Facilities, Owners 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 surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to Owners' said Encroachment or any associated equipment and facilities that exist within the Easement Area, and in this regard, Owners hereby release 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 Easement unencumbered by the construction of said Encroachment within Northern's Easement Area.

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6. It is expressly agreed to by and between the parties hereto that if Owners are 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 Owners. In the event of such termination, Owners shall immediately remove any and all of said Encroachment which may be situated on the Easement Area, or if Owners fail to remove any and all of said Encroachment, Northern may, at its option, remove said Encroachment at the expense of owners 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 Easement, and all rights, powers, privileges, and 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. Owners agree 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"

"OWNERS"

NORTHERN NATURAL GAS COMPANY

By David W. Smiley

Gary Nedved
Gary Nedved

Title Agent & Attorney in Fact Christie Nedved
Christie Nedved

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STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

On this 24th day of August, 1995, 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.



Maria E. Acosta
Notary Public
My Commission Expires 11-19-97

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS.

STATE OF Nebraska
)SS
COUNTY OF Douglas

On this 10th day of July, 1995, before me a Notary Public duly commissioned and qualified in and for said county and state, personally appeared Gary Nedved and Christie Nedved, husband and wife, 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.



Denise M. Coenen
Notary Public
My commission Expires 6-28-1998

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS.

Return to:

GAINES, MULLEN, PANSING & HOGAN
10060 Regency Circle, Suite 200
Omaha, NE 68114-3773



GEORGE A. HARRIS, JR.
REGISTERED CLERK
COUNTY OF DOUGLAS, NE

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LEGAL PG 4553201 FV

Lands

EASEMENT FOR STORM SEWER

This indenture made this 31st day of AUGUST, 1994, by and between JAMES D. BUSER, Trustee and CINNAMON CREEK LAND CORP., a Nebraska corporation (hereinafter collectively referred to as "Grantor"), and SANITARY AND IMPROVEMENT DISTRICT NO. 392 OF DOUGLAS COUNTY, NEBRASKA (hereinafter referred to as "Grantee").

W I T N E S S E T H :

That Grantor, in consideration of the sum of One and no/100 Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, a perpetual easement for the construction and maintenance of storm sewers and drainage over their respective part of the Northwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, together with that part of the Southwest Quarter of Section 9, Township 4 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more specifically located and described on Exhibit "A" attached hereto which is hereby incorporated in and made a part of this Easement by reference.

To have and to hold said Easement and right-of-way unto the said Grantee, its successors and assigns, in perpetuity. Grantor, its successors and assigns, shall be entitled to and do hereby reserve the right, to connect to and make reasonable and customary use of any sewer line installed and maintained by Grantee under the terms of this Easement at no expense whatsoever. This Easement and the license contained herein is given without any warranty whatsoever.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be signed on the day and year first above written.

James D. Buser, Trustee

JAMES D. BUSER, Trustee

CINNAMON CREEK LAND CORP., a Nebraska corporation

[Signature]

President

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

On this 31st day of August, 1994, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came JAMES D. BUSER, Trustee, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledges the same to be his voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.



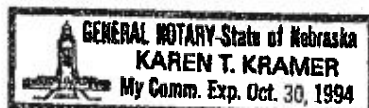
[Signature]

Notary Public

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

On this 31st day of August, 1994, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came JOHN C. ALLEN, President of CINNAMON CREEK LAND CORP., a Nebraska corporation, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledge the same to be his voluntary act and deed as President of the corporation.

WITNESS my hand and notarial seal on the day and year last above written.



[Signature]

Notary Public