

59-3774

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the 5TH day of SEPTEMBER, 1984 by and between the Sanitary and Improvement District 122 of Sarpy County (hereinafter referred to as "District") and NORTHERN NATURAL GAS COMPANY, Division of InterNorth, Inc., a Delaware corporation, 2223 Dodge Street, Omaha, Nebraska (hereinafter referred to as "Northern").

WITNESSETH THAT:

WHEREAS, Northern has constructed and is operating a three-inch natural gas pipeline pursuant to existing easements in Section Twenty-three (23) Township Fourteen (14) North, Range Twelve (12) East, Sarpy County, Nebraska; and

WHEREAS, the District desires to construct facilities which restrict certain rights granted Northern under such easements; and

WHEREAS, in order to eliminate such restriction, the District and Northern agree that Northern will relocate its three-inch pipeline to accommodate present and future construction by the District, and that each Party is authorized to enter into an Agreement providing for reimbursement to Northern for the actual costs incurred in the relocation of said pipeline along the District's property line.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between Northern and the District, acting by and through their duly authorized representatives, that the District shall pay to Northern the actual costs reasonably incurred by Northern in the relocation of its pipeline, made necessary by the construction of the District's facilities which affect Northern's present three-inch pipeline in Section Twenty-three (23) Township Fourteen (14) North, Range Twelve (12) East, Sarpy County, Nebraska.

Such actual cost of the above described work is now tentatively estimated by the Parties to be approximately \$21,500; however, it is understood that this estimate in no way constitutes any limitation upon the final reimbursement for such actual costs. Upon completion of the relocation, the District shall pay to Northern the actual costs of

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materials, labor, auto-mechanical equipment, engineering costs, and normal company overhead in accomplishing the said work. The District shall in no way be responsible for any negligent acts of Northern, its agents or employees, in such relocation work, nor for any injuries or death of any individuals.

Northern shall retain all rights presently held by it under its existing easements, across the District's property, and upon completion of the relocation, Northern will provide the District with a Modification and Amendment of Easement Grant covering the District's property together with an itemized statement of its actual costs due to such relocation.

This agreement shall inure to and be binding upon the successors and assigns of the Parties hereto and shall not inure to the benefit of any other party.

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

DISTRICT

NORTHERN NATURAL GAS COMPANY
Division of InterNorth, Inc.

By

By

Attest

Attest

State of NebraskaCounty of Sarpy

On this 2nd day of August, A.D., 1984, before me a Notary Public, the undersigned duly commissioned and qualified authority in and for said County and State, personally appeared Charles D. Smith, Chairman and Arlene Boyd, Clerk of Sarpy and Improvement Dist. No. 129 whose address is 8425 Nebraska, Omaha, Ne. to me known to be the same person named in and who executed the within and foregoing instrument, and acknowledged to me that they signed, executed and delivered said instrument as thems free and voluntary act for the purposes and considerations therein expressed.

Given under my hand and seal on the day and year above written

GENERAL NOTARY - State of Nebraska
KAREN K. KULA
My Comm. Exp. July 28, 1985

July 26, 1985
My Commission Expires:

Karen K. Kula
Notary Public
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Carl W. Hibbler
REGISTER OF DEEDS

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STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 5th day of September, A.D., 1984, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came William J. Pechling, Vice President, and Merlin E. Remington, Assistant Secretary of NORTHERN NATURAL GAS COMPANY, Division of InterNorth, Inc., who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and Assistant Secretary of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

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

Joseph L. Carney
Notary Public

