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RICHARD N TAKECHI  
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DOUGLAS COUNTY, NE

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Document Prepared by/Return to: Northern Natural Gas Co., Right-of-Way Department, P.O. Box 3330, Omaha, NE 68103-0330

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Line No. : NEB 52001  
Tract No. : 37

**AGREEMENT**

This instrument made and entered into this 4<sup>th</sup> day of November, 1999, 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 68103-0330, and JOHN J. MICEK AND ANN LOUISE MICEK, husband and wife (hereinafter referred to as "Owners").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Peter Reilly and Pearl Reilly, husband and wife on October 31<sup>st</sup>, 1931 covering the following described premises in Douglas County, Nebraska:

THE EAST ONE-HALF OF THE NORTHEAST QUARTER (E½ OF NE¼) OF SECTION 11, TOWNSHIP 15 NORTH, RANGE 10 EAST AND THE NORTH ONE-HALF (N½) OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 10 EAST.

which Easement was recorded on November 4<sup>th</sup>, 1931 in Book A of Miscellaneous at Page 157, and was defined by a Modification and Amendment of Easement Grant dated April 29<sup>th</sup>, 1985, recorded on April 30, 1985 in Book 737 of Miscellaneous at Page 313, all in the Office of the Register of Deeds for Douglas County, Nebraska (hereinafter referred to as "Easement"); and

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WHEREAS, pursuant to the authority contained in said Easement, Northern has constructed and currently operates and maintains a 2-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"):

THAT PART OF THE E/2 OF NE/4 OF SECTION 11, T15N-R10E OF THE 6<sup>TH</sup> P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID EAST ½; THENCE NORTH (ASSUMED BEARING) 1049.18 FEET ON THE EAST LINE OF SAID EAST ½ TO THE POINT OF BEGINNING; THENCE N 88°53'23" W 695.48 FEET ON A LINE 1049.18 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST ½; THENCE NORTH 10.00 FEET ON A LINE 695.48 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID EAST ½; THENCE N 88°53'23" W 234.33 FEET ON A LINE 1059.18 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST ½; THENCE SOUTH 35.00 FEET ON A LINE 929.81 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID EAST ½; THENCE N 88°53'23" W 308.90 FEET ON A LINE 1024.18 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST ½; THENCE S 00°07'10" W 358.05 FEET ON A LINE 71.46 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID EAST ½; THENCE N 88°53'23" W 71.46 FEET ON A LINE 666.12 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST ½ TO THE WEST LINE OF SAID EAST ½; THENCE N 00°07'10" E 691.10 FEET ON THE WEST LINE OF SAID EAST ½; THENCE S 88°53'23" E 1309.49 FEET ON A LINE 1357.22 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID EAST ½ TO THE EAST LINE THEREOF; THENCE SOUTH 308.06 FEET ON THE EAST LINE OF SAID EAST ½ TO THE POINT OF BEGINNING.

WHEREAS, Owners plan to construct a driveway as depicted in Exhibit "A" (hereinafter referred to as "Encroachment") upon and within a portion of the confines of Northern's 50-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 as follows.

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. Owners shall not 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.

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.

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"

"OWNER"

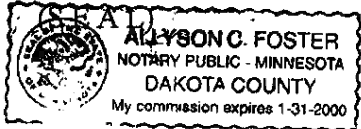
NORTHERN NATURAL GAS COMPANY

By *Dennis D. Werkmeister*  
Print Name: Dennis D. Werkmeister  
Title: Agent and Attorney-in-Fact

*John J. Micek*  
John J. Micek  
*Ann Louise Micek*  
Ann Louise Micek

STATE OF MINNESOTA )  
 )SS  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 16<sup>th</sup> day of November, 1999, by Dennis D. Werkmeister, the Agent and Attorney-in-Fact of Northern Natural Gas Company.

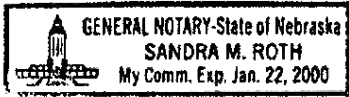


Allyson C. Foster  
Notary Public  
My Commission Expires 1-31-2000

STATE OF Nebraska )  
 )SS  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 4<sup>th</sup> day of November, 1999, by John J. Micek & Ann Louise Micek.

(SEAL)



Sandra M. Roth  
Notary Public  
My Commission Expires 1-22-00

STATE OF )  
 )SS  
COUNTY OF )

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

# EXHIBIT "A"

