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MEMORANDUM OF AGREEMENT
FOR JOINT USE OF EASEMENT

This agreement is entered into between the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereafter called "City" and MINNEGASCO, a Division of ARKLA, Inc., a Delaware corporation, hereafter called "Minnegasco" for the purposes of agreeing upon the mutual use of easement area.

WHEREAS, the City has recently acquired an easement to all that portion of Lot 64, 82 and 173, lying within 20 feet northwesterly of the northwesterly line of the Burlington Northern Railroad right-of-way, all irregular tracts located in the Northwest Quarter of Section 34, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska; and

WHEREAS, Minnegasco currently holds an easement to the northwesterly 15 feet of all that portion of Lot 64, 82 and 173, lying within 20.0 feet northwesterly of the northwesterly line of the Burlington Northern Railroad right-of-way, all irregular tracts located in the Northwest Quarter of Section 34, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, upon which is built a three-inch high pressure gas main; and

WHEREAS, the City desires Minnegasco's permission to build a sanitary sewer across the easement area mutually held by the City and Minnegasco; and

WHEREAS, Minnegasco is willing to allow City to so construct said sanitary sewer provided that the sanitary sewer is constructed at a location which shall not interfere with Minnegasco's three-inch high pressure gas main.

NOW, THEREFORE, IN CONSIDERATION of the mutual allegations of the parties hereto each of them hereby covenant and agree with each other as follows:

1. Minnegasco hereby consents to and agrees that the City may construct, reconstruct, operate, maintain and replace said sanitary sewer and appurtenances

over, under and through the easement area mutually held by the City and Minnegasco provided said construction is at a location which shall not interfere with the operation of Minnegasco's three-inch high pressure gas main.

2. In the event the City or the City's contractor damages or causes to be damaged said three-inch high pressure gas line main during the construction, reconstruction, operation, maintenance or replacement of said sanitary sewer and appurtenances the City or City's contractor shall at their own cost and expense cause said gas main to be repaired to a condition equal to or better than that which existed at the time of the damage.

3. In the event that Minnegasco or Minnegasco's contractor damages or causes to be damaged said sanitary sewer during the operation, maintenance, or replacement of said gas main Minnegasco or Minnegasco's contractor shall at their own cost and expense cause said sanitary sewer to be repaired to a condition equal to or better than that existing at the time of the damage.

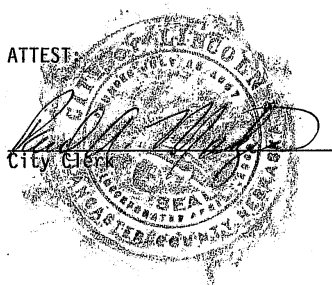
WHEREAS, the City and Minnegasco have caused this document to be executed this 21 day of September, 1992.

MINNEGASCO, a Division of ARKLA, Inc.,
a Delaware company, a corporation

By: 

Title: Vice President, Nebraska/So. Dakota Operations

ATTEST:



City Clerk

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: 

Mayor Mike Johanns

STATE OF NEBRASKA }
COUNTY OF LANCASTER } ss.

The foregoing instrument was acknowledged before me this 21st day of September, 1992, by R. A. Ellingson, Vice President of Minnegasco, a Division of ARKLA, Inc., a Delaware corporation.



Gwendolyn Neumann
Notary Public

STATE OF NEBRASKA }
COUNTY OF LANCASTER } ss.

The foregoing instrument was acknowledged before me this 30 day of September, 1992, by Mike Johanns, Mayor of the City of Lincoln, Nebraska, a municipal corporation.



Joan E. Ross
Notary Public

LANCASTER COUNTY, NEB
Dan Natta
REGISTER OF DEEDS

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INST. NO. 92 45336

RELOCK

CODE

CHECKED

ENTERED

EDITED

Twyla F. Bahr

Real Estate Division

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Inter Office