

BOOK 921 PAGE 242
OK 921 N _____ G/O _____ FEE 10.50
PO 242-243 N _____ DEL VK MC Wc
OF MMSI COMP _____ F/B D2-30880
AGREEMENT

Apr 26 10 48 AM '72
GEORGE J. HULL,
REGISTER OF DEEDS,
DOUGLAS COUNTY, NEB.

RECEIVED

WHEREAS, NORTHERN NATURAL GAS COMPANY, Division of Enron Corp., Delaware corporation (hereinafter referred to as "NORTHERN"), owns easement for the construction, operation, maintenance, and reconstruction of a 4-inch high pressure gas line over and through the following described real estate:

A 50 foot wide strip over, under, across, and through certain portions of the following described lots located in the County of Douglas, State of Nebraska:

Lots 226, 241, 242, and 243 in Ponderosa Addition (Lots 140 through 244, both inclusive), an addition in Douglas County, Nebraska, as surveyed, platted, and recorded; and Lots 274, 275, 276, 281, 282, and Lots 323 through 336, both inclusive, in Ponderosa Addition (Lots 245 through 392, both inclusive), an addition in Douglas County, Nebraska, as surveyed, platted, and recorded (hereinafter referred to as "NORTHERN Easement").

WHEREAS, OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska (hereinafter referred to as "DISTRICT"), desires to install, maintain, and operate an electrical vault with direct-buried underground cable and related equipment (hereinafter referred to as "Underground Facilities") in, under, and across the following described real estate:

Lot 243 of Ponderosa Addition, as surveyed, platted, and recorded in Douglas County, Nebraska (hereinafter referred to as the "Real Estate").

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, NORTHERN and DISTRICT agree as follows:

1. The rights of the DISTRICT with respect to the Real Estate are and shall be subordinate to the NORTHERN Easement, which easement is dated May 19, 1972, and duly recorded on July 19, 1972, in Book 512 of Miscellaneous at Page 247 in the Office of the Register of Deeds for Douglas County, Nebraska.
2. The DISTRICT shall construct, operate, maintain, inspect, and remove the Underground Facilities in such a manner as not to damage or interfere with the operation of NORTHERN'S pipeline and related facilities.
3. The DISTRICT agrees that no cable shall be placed closer than Twelve feet (12') when installed parallel to NORTHERN'S facilities within the NORTHERN Easement. Undercrossings where needed shall be placed in PVC ducting and shall maintain a minimum of One foot (1') clearance from NORTHERN'S facilities.
4. The DISTRICT shall install polyethylene on the south side of the underground facilities.
5. The DISTRICT shall indemnify and hold harmless NORTHERN from any injury, death, damage, or loss to the person or property of any persons whomsoever, arising from or occurring by reason of the DISTRICT'S construction, operation, maintenance, inspection, or removal of the Underground Facilities, except such injury, death, damage, or loss caused by the negligence, or willful misconduct of NORTHERN.
6. This Agreement, and the terms, covenants, and conditions contained herein, shall inure to the benefit of and be binding upon the parties, and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have signed their names and caused the execution of this instrument this ____ day of _____, 1990.

"NORTHERN"

NORTHERN NATURAL GAS COMPANY
Division of Enron Corp.

ENRON CORP.
ATTEST:
CORPORATE
By [Signature]
Title Assistant Secretary

By [Signature]
Title Agent and Attorney-in-Fact

cc to
JWS

"DISTRICT"

OMAHA PUBLIC POWER DISTRICT

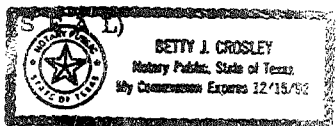
ATTEST:
By [Signature]
Title Assistant Secretary

By [Signature]
Title Vice President

STATE OF TEXAS)
COUNTY OF HARRIS)SS

On this 29th day of March, 1990, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came R.E. Bradtke, the Agent and Attorney-in-Fact of Northern Natural Gas Company, Division of Enron Corp., 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.



[Signature]
Notary Public
My Commission Expires _____

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)SS

On this 15th day of March, 1990, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Dayton D. Wittke, the Vice President of Omaha Public Power District, 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 public corporation.

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

(S E A L)



[Signature]
Notary Public
My Commission Expires _____