

BK 0821 PG 346



MISC 1987 12952

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

AGREEMENT

THIS AGREEMENT, entered into this 2nd day of July, 19⁸⁷, by and between Northern Natural Gas Company, Division of Enron Corp., a Delaware corporation, with principal offices at 2223 Dodge Street, Omaha, Nebraska, (hereinafter referred to as "Northern"), and Papio Natural Resources District, (hereinafter referred to as "District").

WITNESSETH THAT:

WHEREAS, Northern is the holder of easements covering the following described premises ("Premises") in Douglas County, Nebraska:

- 2-3 " 1. The West Half of the Northwest Quarter (W1/2NW1/4), of Section 2, Township 15 North, Range 11 East, dated June 21, 1962, and recorded on July 17, 1962, in Book 383 at page 528 in Douglas County, Nebraska.
- 2-15 " 2. The East Half of the Northwest Quarter (E1/2NW1/4) and the West Half of the Northeast Quarter (W1/2NE1/4), except beginning 33 feet South of the Northeast (NE) corner of the West Half of the Northeast Quarter (W1/2NE1/4), Section 2, thence South 330 feet, thence West 132 feet, thence North 330 feet, thence East 132 feet, to the point of beginning, containing 1 acre of Section 2, Township 15 North, Range 11 East, dated January 17, 1962, and recorded on March 21, 1962, in Book 378 at page 23 in Douglas County, Nebraska.
- 2-15-11 3. The East Half of the Northeast Quarter (E1/2NE1/4) of Section 2, Township 15 North, Range 11 East. Easement is limited to 50 feet; 25 feet on either side of the centerline of the pipeline. Easement dated June 25, 1962, and recorded on July 17, 1962, in Book 383 at page 525 in Douglas County, Nebraska.

WHEREAS, the District is the holder of an easement for the purpose of surveying, planning, constructing, maintaining, and inspecting certain works of the District as described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Improvements"), which easement is subject to Northern's easement described above; and

WHEREAS, pursuant to its easement described above, Northern currently operates a 16-inch high pressure natural gas transmission pipeline across the Premises; and

WHEREAS, construction of the Improvements by the District would encroach upon Northern's easements above-described; and

WHEREAS, the District has requested that they be allowed to proceed with the construction of the Improvements; and

WHEREAS, Northern is willing to agree to the District's construction of the Improvements and to encroach upon Northern's easement to the extent set forth on Exhibit "A", upon the terms and conditions set forth herein.

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 the District to construct the Improvements on the Premises, subject, however, to each of the terms and conditions in this Agreement.

2. The District shall assume all risks and liabilities for damages, liabilities, injuries, deaths, or loss to either property or persons which may be incurred by the District or it's agents, invitees, or licensees present on or in the vicinity of the Improvements.

3. The permission granted by Northern hereunder is limited to the Improvements as described on Exhibit "A", and the District shall not enlarge or further encroach on Northern's easement without the express written consent of Northern.

4. The District shall at all times conduct its activities on the Premises in such a manner as to not interfere with or impede the operation of Northern's pipeline facilities, except as expressly provided hereunder.

5. The District shall save harmless and indemnify Northern, its officers, employees, and directors, from and against all claims, loss, cost, or liability on account of injury to or death of any person (including, but not limited to, third parties, employees of Northern, the District and its employees, agents, invitees, and licensees, dependents, heirs, and personal representatives), and damage to or loss property, including Northern's property, which is alleged or claimed to have been caused by, or to have arisen out of, or to have resulted from the construction, operation, maintenance, use or presence of Improvements.

6. Adequate protection of Northern's pipeline facilities must be maintained by the District during the construction and maintenance of the Improvements.

7. The parties hereto understand that this Agreement in no way constitutes a waiver by Northern of its rights to enjoy its above-described easements unencumbered by the construction of the Improvements.

8. It is expressly agreed to by and between the Parties hereto that if the District violates any terms or conditions set forth in this Agreement, Northern shall give to the District thirty (30) days written notice of such violation. If the District fails to remedy such violation within said thirty (30) day period, Northern may, at its option, terminate this Agreement. In the event of such termination, the District shall immediately remove any Improvements which is Northern's opinion interferes with the construction, operation, or maintenance of it's pipeline and appurtenances. It is further agreed that the failure by Northern to exercise such option as to any violation of this Agreement shall not constitute a waiver of Northern's future right to exercise such option as to the same or any other violation.

9. The provisions of the above-described easement owned by Northern, and all rights, powers, privileges, 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.

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.

STATE OF NEBRASKA)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me
this 2nd day of July, 1987,
by Dave Schafar, Vice President
(Name of Officer) (Title of Officer)

of Northern Natural Gas Co., a Delaware
corporation, on behalf of said corporation.

My Commission expires:

5-5-88

Joseph L. Carney
Notary Public

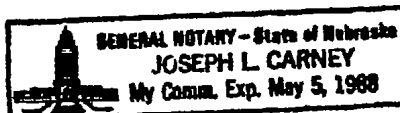


EXHIBIT "A"

FORT ST.

N 1/2 SEC 2-T15N-R11E

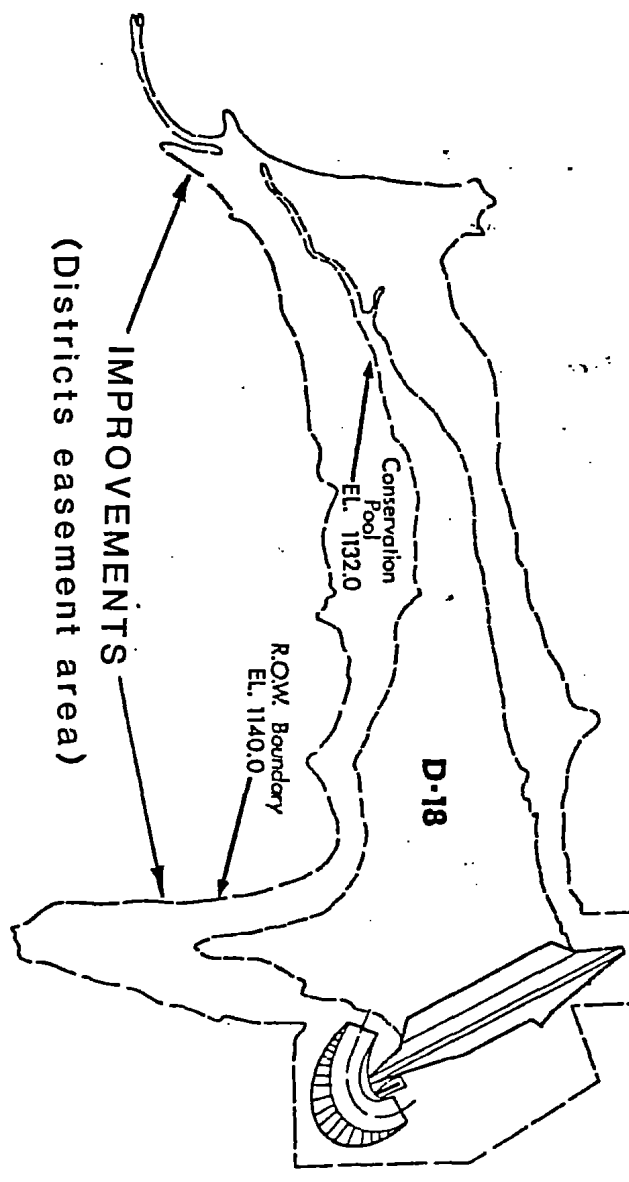
DOUGLAS CO. NEBR.

REC'D
 2-5-87
 FEE
 25
 MC
 DEL
 2-5-87
 01-6000
 COMP
 F/B

NB49301
 NORTHERN NATURAL GAS CO. 16" MAIN A
 Center of Sec. 2, T.15N, R.11E.

E 1/4 Cor.

W 1/4 Cor.



2,574'

2,561'

M.P. 30.29



1987 JUL 22 AM 11:27

GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

RECEIVED

2952
 MSB
 B

144th ST.