

SHOW

51-820

51-820

12-5-78

AGREEMENT

THIS AGREEMENT, entered into by and between WILLIAMS PIPE LINE COMPANY, a Delaware corporation with its principal place of business in Tulsa, Okla., party of the first part, hereinafter referred to as "Williams" and LOOKING GLASS HEIGHTS, INC., a Nebraska corporation, party of the second part, hereinafter referred to as "Permittees", WITNESSETH:

WHEREAS, Williams is the owner of an easement 75 feet in width for pipe lines across land described in that certain Partial Release of Right of Way recorded in the office of the Register of Deeds of Sarpy County, Nebraska, in Book 51 of Miscellaneous, page 535, and

WHEREAS, the terms of said Partial Release of Right of Way prohibits the construction of any building, improvement, structure or obstruction on or below the surface of the ground, or grade changes, on the said 75 foot wide easement without the express written permission of Williams, and

WHEREAS, Permittees wish to construct a sanitary sewer at one location across Williams' easement, and have requested written permission to do so.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and the promises made by Permittees to Williams, it is agreed:

- Williams grants Permittees permission to construct a sanitary sewer according to the recorded plat of Lookingglass Heights Addition to the City of Bellevue, Sarpy County, Nebraska, at near right angles across Williams' easement, the centerline of said sewer to cross said easement from a point approximately 90 feet East of the centerline of 33rd Street to the East line of Williams' 75 foot easement in the S 1/2 NW 1/4 of Section 9, Township 13 North, Range 13 East, Sarpy County, Nebraska, as measured along the center of Mirror Lane <sup>now known as Lot's ONE THIRTY ONE HUNDRED FORTY-FOUR, LOOKINGGLASS HEIGHTS.</sup>
- Permittees agree to bury the sanitary sewer a minimum of 12 inches below the existing pipe lines, and that Mr. J. A. Honer, Manager of Lines & Right of Way, will be notified at least 48 hours prior to the beginning of any work on Williams' easement, at telephone A/C 605 332-1441, Sioux Falls, South Dakota.
- Permittees understand two (2) buried pipe lines exist within the encroachment area, and Permittees agree to assume, protect, indemnify and hold Williams harmless from and against all claims or suits of any kind what-

PAID FOR RECORDING 12-5-78 \$11.56 IN BOOK 51 OF Misc. Rec. 4200  
C. L. Hillier  
REGISTER OF DEEDS, SARPY COUNTY, NEB.

soever, and any and all attendant expense, including court costs and attorneys' fees arising out of the construction or existence of the sewer herein permitted to be constructed.

- 4. The terms of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their successors and assigns.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year below our signatures indicated.

ATTEST:

WILLIAMS PIPE LINE COMPANY

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*John S. Estill, Jr.*  
 Assistant Secretary  
 John S. Estill, Jr.

By: *R. A. Wilkens*  
 R. A. Wilkens Vice President

Date: 10/16/78

ATTEST:

LOOKING GLASS HEIGHTS, INC., a corporation,

*Michael L. Henery*  
 Secretary

By: *Michael L. Henery*  
 Michael L. Henery, President

Date: 9/29/78

STATE OF OKLAHOMA ]  
 COUNTY OF TULSA ] SS.

On this 16th day of October, 1978, before me appeared R. A. Wilkens, to me personally known, who being by me duly sworn did say that he is the Vice President of Williams Pipe Line Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. A. Wilkens acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

My Commission Expires:  
 November 25, 1978

*Terry G. Spradlin*  
 Notary Public Terry G. Spradlin

STATE OF NEBRASKA ]  
 COUNTY OF DOUGLAS ] SS.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 29th day of September, 1978, personally appeared Michael L. Henery, President and Secretary of Looking Glass Heights, Inc., a Nebraska corporation, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as the President and Secretary of Looking Glass Heights, Inc., such execution being his free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

My Commission Expires:  
 March 14, 1982

*Cynthia J. Plate*  
 Notary Public

GENERAL NOTARY STATE OF NEBRASKA  
 CYNTHIA J. PLATE  
 My Comm. Exp. Mar. 14, 1982