

54 - 706

AGREEMENT

THIS AGREEMENT, entered into by and between WILLIAMS PIPE LINE COMPANY, (formerly Williams Brothers Pipe Line Company) a Delaware corporation with its principal place of business in Tulsa, Oklahoma, hereinafter called "Williams," and Dr. Marvin Simon and Pearl E. Simon, hereinafter called "Permittee," WITNESSETH:

WHEREAS, Williams is the owner of a 106 foot (more or less) wide easement and 8-inch and 12-inch pipelines, across a part of the NE $\frac{1}{4}$ of Section 15, Township 14 North, Range 12 East, Sarpy County, Nebraska, described in that certain Right-of-Way Agreement granted by Carl J. Camenzind and Mary B. Camenzind dated November 21, 1945, filed of Record February 14, 1946, and recorded in Book 12, Page 598, by the County Clerk of Sarpy County, and that certain Partial Release of Right-of-Way executed by Great Lakes Pipe Line Company March 7, 1963 and by Kelly McMahon Construction, Inc. February 27, 1963, and filed of Record March 20, 1963, and recorded in Book 31 of Misc., Page 354, by the County Clerk of Sarpy County, the terms of which prohibit the owner of the land from erection, construction or creation of any building, improvement, structure or obstruction of any kind on, above or below the surface of the ground, nor the changing of grade thereof, or cause or permit these things to be done by others without the express written permission of Williams; and

WHEREAS, Permittee is the owner and developer of a certain .5798 acre tract known as Lot 159A2, Park View Heights, La Vista, Nebraska, according to the recorded plat thereof; and

WHEREAS, Permittee has requested Williams' permission to construct a parking lot and sidewalk on the South 94 feet of said lot 159A2, a portion of which would exist on Williams' easement and over existing pipelines; and

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REGISTER OF DEEDS, SARPY COUNTY NEB

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WHEREAS, under the terms and conditions hereinafter set forth, Williams is willing to permit the construction on its easement of the aforesaid sidewalk and parking lot.

NOW, THEREFORE, Williams for and in consideration of \$1.00 and the promises herein contained, does hereby permit the aforesaid construction provided:

1. The parking lot shall be constructed so that the existing soil cover of 28" to 32" over Williams' pipelines shall not be reduced by leveling or any other construction operations.
2. During construction and at all times following construction only vehicles or other objects with a gross weight of 8,000 pounds or less will be permitted on Williams' easement.
3. All work on Williams' easement shall be performed in a workmanlike manner and in compliance with applicable governmental and industry standards and codes.
4. Exclusive of Saturday, Sunday, and legal holidays, notice shall be given to Williams 48 hours in advance of commencement of work on Williams' easement, and any other time work is performed on said easement, excepting only cases of emergency, at which time notice shall be given as soon as practical. Said notice shall be made to Mr. J. A. Honer, Supervisor of Lines and Right-of-Way, 605-332-1441.
5. In the enjoyment of its easement rights to construct, maintain and operate pipelines, Williams may excavate and perform any work on or under the permitted sidewalk and parking lot, and all damages to said sidewalk and parking lot resulting therefrom shall be the responsibility of Permittee.
6. Permittee agrees to indemnify, save and hold Williams harmless from and against any loss, cost or expense incurred by Williams, including without limitation losses resulting from claims for damages to property or injuries to or deaths of persons, judgments, court costs and attorneys' fees which arise out of or are claimed to have arisen out of the construction, maintenance or other operations of Permittee, their contractors and subcontractors, on the Williams' easement.
7. In the event it shall become necessary for Williams to commence litigation to enforce any provision of this Agreement, the cost of attorney fees and attendant expenses will be payable to Williams by Permittee.
8. The Terms of this Agreement shall constitute covenants running with the land, and be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

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

ATTEST:

Larry D. Bailey
 Assistant Secretary

WILLIAMS PIPE LINE COMPANY

By: *[Signature]*
 Vice President

Date: 10/10/81

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[Signature]
Witness

DR. MARVIN SIMON

Dr. Marvin Simon

Date: October 9, 1981

Benedette J.M. Meunier
Witness

PEARL E. SIMON

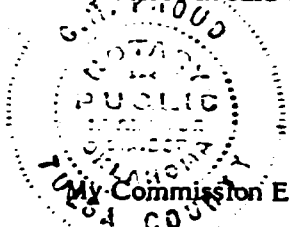
Pearl E. Simon

Date: October 9, 1981

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

On this 12th day of October, 1981, 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 the 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 7, 1984

[Signature]
C. M. Proud, Notary Public

STATE OF Nebraska)
)SS
COUNTY OF Sarge)

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this 9th day of October, 1981, personally appeared Dr. Marvin Simon and Pearl E. Simon to me known to be identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

My Commission Expires:

April 17, 1984

Pamela M. Morton
Notary Public

