

\$30.50

Dan J. Jolte

REGISTER OF DEEDS

2002 APR 26 P 3:12

INST NO 2002

027399

LANCASTER COUNTY, NE

BLOCK

CODE

CHECKED

ENTERED

EDITED

Long #150

This instrument was drafted by Williams Pipe Line Company, LLC, P.O. Box 21628, Tulsa, Oklahoma 74121-1628, 918-573-0349.

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made and entered into by and between WILLIAMS PIPE LINE COMPANY, LLC, a Delaware limited liability company (hereinafter referred to as "WPL"), whose address is P.O. Box 21628, Tulsa, Oklahoma, 74121-1628, and LAS BRISAS LAND DEVELOPMENT, CO., a Nebraska corporation (hereinafter referred to as "Landowner") whose address is 6000 S. 56th, Lincoln, Nebraska 68516

WITNESSETH:

WHEREAS, WPL is the owner of certain pipelines and appurtenances, (hereinafter referred to as "Facilities") and the right for future Facilities by virtue of an easement covering tracts of land as described on the following instruments:

That certain Right of Way Agreement filed for record in the office of the Register of Deeds of Lancaster County, Nebraska, in Book 50 Misc. at Page 491 on the 17th day of February, 1954, and that certain Amendment of Right of Way Grant filed for record in the office of the Register of Deeds of Lancaster County, Nebraska, in Book 60 Misc. at Page 167 on the 25th day of May, 1956 (hereinafter referred to as "Easement"); and

WHEREAS, Landowner has represented to WPL that it owns a tract of land described as follows:

SEE EXHIBIT 'A'

WHEREAS, Landowner desires to construct a parking lot which shall encroach on the Easement, (herein "Encroachment"); and

Williams Energy Services
M. env

WHEREAS, WPL and Landowner agree that the existence of the Encroachment: (a) conflicts with the purpose and character of the Easement; and (b) unreasonably interferes with and obstructs WPL's rights, obligations and abilities to operate, maintain, re-lay and access the Facilities; and

WHEREAS, Landowner desires to obtain WPL's consent to encroach on the Easement and Facilities; and

WHEREAS, WPL, under the terms hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, WPL hereby agrees to accommodate the Encroachment subject to the following terms and conditions:

1. Construction parameters: Construction activity of any kind, including but not limited to equipment movement, materials storage and digging, that take place within the Easement will require 48 hours prior notice to Nebraska One-Call @ 800-331-5666. A WPL representative must be present during any of the aforementioned construction activities to ensure the safety of the Facilities. The presence of WPL's representative shall not relieve Landowner of any liability under this Agreement. A minimum of 4' of cover and a maximum of 8 feet of cover must be maintained over WPL's Facilities.
2. No landscaping will be allowed on the Easement, including but not limited to trees, without WPL's prior written permission.
3. Landowner shall indemnify, save, hold harmless, and at WPL's option, defend WPL, its parent and affiliated companies and their directors, officers, employees, and agents of each such company from any and all claims, demands, costs (including without limitation, reasonable attorneys' and expert witnesses' fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties and administrative proceedings for injury or death to persons or damage or loss to property, real or personal, environmental damages, or other business losses, including those made or incurred by WPL or its parent or affiliated companies and their directors, officers, employees, or agents of each such company, or third parties, or governmental agencies in any way arising from or connected with the existence, construction, operation, maintenance, relocations, or removal of the Encroachment, except those arising from WPL's sole negligence.
4. In the event that the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes WPL to incur any cost that in any manner relates to WPL's operation, maintenance, removal, repair, replacement, protection, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities, or the clean up or handling of any spills of petroleum products, Landowner, its successors or assigns, agrees to reimburse WPL for any and all such costs that would not have been incurred but for the existence of the Encroachment. Landowner hereby agrees that WPL will not be held liable for any damages to the

Encroachment arising from WPL's operation, maintenance, removal, repair, replacement, protection, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities.

6. WPL and Landowner agree that the existence of the Encroachment does not constitute a waiver of WPL's express rights under the aforesaid Easement or any other rights which may be implied at law or equity.
7. Except as herein provided, Landowner will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind, including but not limited to, privacy fences, water wells, and septic systems, either on, above, or below the surface of the Easement, or change the grade thereof, or cause or permit these things to be done by others, without the express prior written permission of WPL.
8. The parking lot will be constructed of asphalt over the Easement and Facilities. No concrete paving will be constructed within 25 feet of the Facilities.
9. In the event that Landowner breaches any of the terms, covenants or provisions of this Agreement, and WPL commences litigation to enforce any provisions of this Agreement and prevails, the cost of attorneys fees and the attendant expenses will be payable to WPL by Landowner upon demand.
10. The terms and conditions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

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

(WPL)

WILLIAMS PIPE LINE COMPANY, LLC,
a Delaware limited liability Company

By:

Bryan E. Young
Bryan E. Young, Attorney-in-Fact

Date

4-12-02

(LANDOWNER)

LAS BRISAS LAND DEVELOPMENT, CO.,
a Nebraska corporation

By: _____

Title: _____

Date: _____

STATE OF OKLAHOMA)

) SS

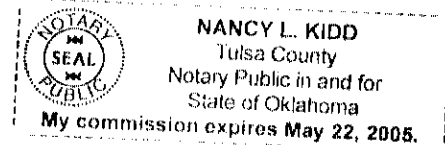
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 12th day of April, 2002, personally appeared Bryan E. Young, who being by me duly sworn, did say that he is the Attorney-in-Fact for Williams Pipe Line Company, LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said corporation, and said Bryan E. Young acknowledged said instrument to be the free act and deed of said company.

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

Nancy L. Kidd
Notary Public

My Commission Expires: _____



STATE OF Nebraska)
) SS
COUNTY OF Lancaster)



3rd Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this day of April, 2002, personally appeared Steve Miers, who being by me duly sworn, did say that he is the President of, LAS BRISAS LAND DEVELOPMENT, CO., a Nebraska corporation and said Steve Miers acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: Jan. 22, 2005

Jacquelyn Grau
Notary Public

EXHIBIT A

LOT THIRTY-THREE (33), IRREGULAR TRACTS IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA; EXCEPT THAT PORTION THEREOF CONVEYED TO LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE SAID SE 1/4; THENCE EASTERLY WITH THE SOUTH LINE OF THE SAID SE 1/4, A DISTANCE OF 982.60 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 33 IRREGULAR TRACT EXTENDED; THENCE NORTHERLY WITH THE SAID WEST LINE EXTENDED TO A POINT LOCATED 33.00 FEET DISTANT FROM AND MEASURED PERPENDICULAR TO THE SAID SOUTH LINE, LAST SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY WITH THE WEST LINE OF SAID LOT 33, IRREGULAR TRACT TO A POINT LOCATED 50.00 FEET DISTANT FROM AND MEASURED PERPENDICULAR TO THE SAID SOUTH LINE; THENCE EASTERLY PARALLEL WITH THE SAID SOUTH LINE, A DISTANCE OF 303.87 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF UNITED STATES HIGHWAY NO. 77; THENCE SOUTHWESTERLY WITH THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE TO A POINT LOCATED 33.00 FEET NORTHERLY FROM AND MEASURED PERPENDICULAR TO THE SAID SOUTH LINE; THENCE WESTERLY PARALLEL WITH THE SAID SOUTH LINE, A DISTANCE OF 207.62 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.