

LANCASTER COUNTY, NEB

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Williams Pipe Line
Co. Env. M

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made and entered into by and between WILLIAMS PIPE LINE COMPANY (herein "WPL"), whose address is P.O. Box 3448, Tulsa, Oklahoma, 74101, and LANDOWNER ("Landowner"), whose address is 6000 S. 56th, Lincoln, NE 68516, telephone number: 402/421-3417. *BRISAS LAND DEVELOPMENT

WITNESSETH:

WHEREAS, WPL is the owner of one (1) 8 inch pipeline (herein "Pipeline") and a pipeline easement (herein "Easement") located in the Southeast Quarter (SE/4) except beginning 550 feet North of the Southeast corner of the Southeast Quarter (SE/4), thence South 550 feet, thence West 363 feet, thence Northeasterly to beginning, and except Highway 77, Section 35, Township 9 North, Range 6 East, Lancaster County, Nebraska (herein "Property"), by virtue of an Agreement dated January 30, 1954 and filed of record in Book 50, page 491; and

WHEREAS, Landowner has represented to WPL that it owns the Property; and

WHEREAS, Landowner desires to construct a 33' wide concrete road which shall encroach on the Easement (herein "Encroachment") and as shown on Exhibit A; and

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 Pipeline; and

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

WHEREAS, WPL, under the terms hereinafter stated, is willing to accommodate 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 provisions:

1. WPL agrees to accommodate the Encroachment subject to the following construction parameters: the Pipeline will have a minimum cover of five (5) feet under any paved surface and no landscaping will be placed on the Easement including but not limited to trees without WPL's prior written permission.
2. Landowner shall indemnify, save, hold harmless, and at WPL's option, defend WPL, its affiliated companies and their directors, officers, employees, and agents 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, environmental damages, or other business losses, including those made or incurred by WPL or its affiliated companies and their directors, officers, employees, or agents, 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.
3. 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 and inspection of the Pipeline, 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


PT lots 5, 7, 11 & 12 & 14 SE 1/4

not be held liable for any damages to the Encroachment arising from WPL's operation, maintenance, removal, replacement, relocation or inspection of the Pipeline.

4. WPL and Landowner agree that the existence of the Encroachment does not constitute a waiver of WPL's express rights under the aforesaid Right of Way Agreement or any other rights which may be implied at law or equity.
5. Except as herein provided, Landowner will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind 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.
6. If at WPL's sole discretion it reasonably determines that the Encroachment adversely affects the operation and or maintenance of the Pipeline, the Landowner, at its sole expense, will remove the Encroachment or cause it to be removed to the satisfaction of WPL. In the event that the Encroachment is not removed within sixty (60) days thereof, WPL may remove or cause the Encroachment to be removed. Landowner agrees that it will reimburse WPL, on demand, for any costs incurred by WPL in the removal and disposition of the Encroachment.
7. 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.
8. 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.

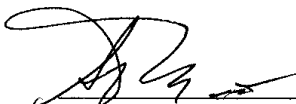
IN WITNESS WHEREOF, we have hereunto set our hands and seal on the day and year below.

WILLIAMS PIPE LINE COMPANY

By 
T. F. Elbert, Manager
Land, Records and Claims
Attorney-in-Fact

Date August 19, 1996

LAS BRISAS LAND DEVELOPMENT
PRESIDENT, **STEVE MIERS**

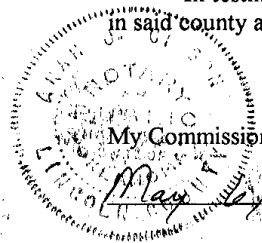


Date 8-9-96

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 19th day of August, 1996, personally appeared T. F. Elbert, Manager, Land, Records and Claims, who being by me duly sworn, did say that he is the Attorney-in-Fact for Williams Pipe Line Company, a Delaware corporation, by virtue of a May 29, 1996, Power of Attorney filed for record May 31, 1996, in the County of Tulsa, State of Oklahoma, in Book 5813 at Page 2488-2489, as Document 96053002, and that the seal affixed to this instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, and said T. F. Elbert 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.



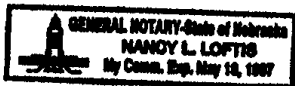
My Commission Expires:

May 1998

[Signature]
Notary Public

X STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this day of August 9, 1996, before me personally appeared STEVEN E. HERS,
PERSONS OF LANCASTER LAND DEVELOPMENT (printed name: STEVEN E. HERS
PRES. P.O.N.) to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the uses and purposes as above set forth.



[Signature]
Notary Public

My Commission Expires: May 19, 1997

J.R. Cunningham
PREPARED BY

WILLIAMS PIPE LINE COMPANY
ONE OF THE WILLIAMS COMPANIES, INC.

DATE 8/5/96

TULSA, OKLAHOMA

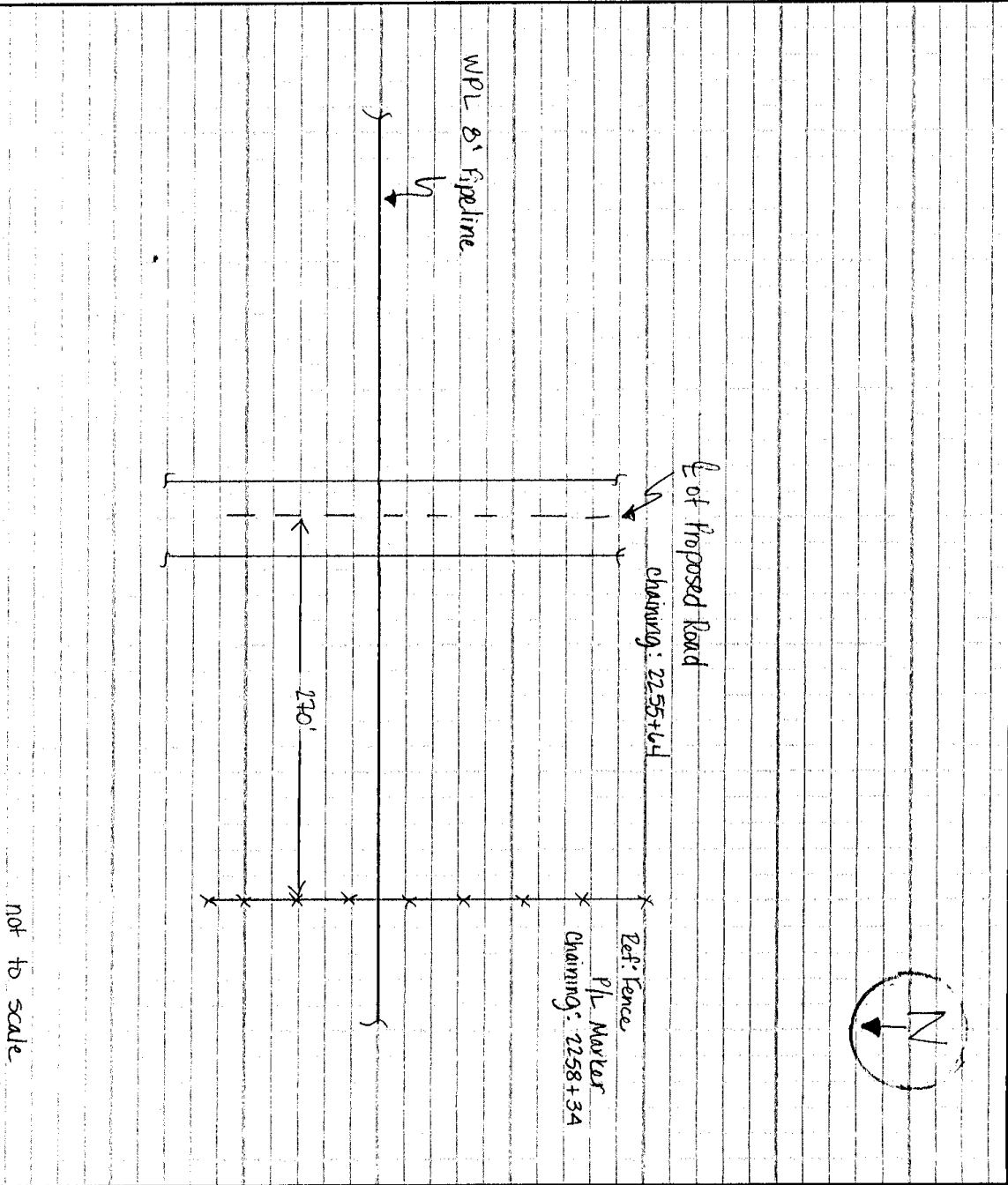
SHEET 1

CHECKED BY

SUBJECT: Proposed Concrete Road "Exhibit A"

FILE 7023

Form 02-ENG-1028 8/85



not to scale