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AGREEMENT

This Agreement entered into by and between DECKER ENTERPRISES, INC., a Nebraska corporation, hereinafter called "Decker", SANITARY & IMPROVEMENT DISTRICT NO. 4 of Sarpy County, Nebraska, hereinafter called "District", VILLAGE OF LA VISTA, a municipal corporation of Sarpy County, Nebraska, hereinafter called "Village", and GREAT LAKES PIPE LINE COMPANY, a Delaware corporation, hereinafter called "Great Lakes", WITNESSETH:

1. WHEREAS, Great Lakes is the owner of certain easement rights for pipe lines and appurtenances in, under and across certain lands located in La Vista, a platted and recorded subdivision in Section 14, Township 14 North, Range 12 East, Sarpy County, Nebraska, land covered by said easement being particularly described in that certain Agreement dated June 14, 1961, and filed of record on August 16, 1961 in Book 28, Page 464 of Miscellaneous in the office of the Register of Deeds, Sarpy County, Nebraska, and that certain Agreement dated February 1, 1963, and filed of record on March 29, 1963 in Book 31 of Miscellaneous at Page 399 in the office of the Register of Deeds of Sarpy County, Nebraska, and

WHEREAS, the terms of the said Agreements expressly prohibit the erection, construction or creation of any improvement, structure or obstruction of any kind either above or below the surface of the ground on said easements therein granted to Great Lakes, without the express written permission of Great Lakes.

NOW THEREFORE, for and consideration of the grant to Great Lakes herein- after contained, Great Lakes agrees to permit the following construction:

A certain eighty-four inch (84") diameter corrugated metal storm sewer pipe in, under and across Great Lakes' aforesaid easement in La Vista sub- division, commencing at a point approximately thirty-eight feet (38') west of the east boundary and approximately one hundred feet (100') south of the northeast corner of Lot 1420 and thence running southeasterly all inside the west boundary of said easement in, under and across said Lot 1420, Lot 1403, Lillian Avenue, Lot 1437, Lot 1438, Lot 1439 to the east and west quarter line of said Section 14, a distance of approximately 500 feet.

FILED FOR RECORD IN SARPY COUNTY NEBR. 2/22/63 AT 2:00 O'CLOCK A.M.
AND RECORDED IN BOOK 31 OF 222 PAGES 399 IN THE OFFICE OF THE REGISTER OF DEEDS

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4. Decker, District and Village, hereinafter called "Grantors" do hereby grant to Great Lakes, its successors or assigns, the right at any time or times to construct, maintain, inspect, operate, protect, repair, replace, change the size of and remove a pipe line or pipe lines and appurtenances for the transportation of oil or oil products, gas and water and, if necessary, to construct, maintain, operate, repair, remove and replace communication facilities along a route to be selected by Grantee with the right of ingress and egress at convenient points to and from said facilities or any of them for the purposes aforesaid on, over and through the following described real estate:

Commencing at the west quarter corner of Section 14, Township 14 North, Range 17 East of the 6th P.M., Sarpy County, Nebraska; thence, South $89^{\circ} 52'$ East (assumed bearing) along the south line of the northwest quarter of said Section 14, a distance of 1458.36 feet to the point of beginning, said point being on the south lot line of said lot 1439, and 18.36 feet easterly of the southwest corner of said lot 1439; thence North $41^{\circ} 33'$ West along a line that is parallel to and 15 feet southwesterly, measured at right angles, from the southwesterly right-of-way line of an existing pipeline easement previously granted to Great Lakes Pipe Line Company, a distance of 415.08 feet; thence North $0^{\circ} 08'$ East, a distance of 22.54 feet to a point on the southwesterly right-of-way line of said existing pipeline easement; thence South $41^{\circ} 33'$ East, on the southwesterly right-of-way line of said existing pipeline easement, a distance of 472.05 feet; thence North $89^{\circ} 52'$ West, on a line that is parallel to and 20 feet south, measured at right angles, from the north line of said lot 1440, a distance of 20.08 feet; thence North $41^{\circ} 33'$ West on a line that is parallel to and 15 feet southwesterly, measured at right angles, from the southwesterly right-of-way line of said existing pipeline easement, a distance of 26.78 feet to the point of beginning.

The said Grantors may use and enjoy the said premises except as inconsistent with the rights herein given Great Lakes. Grantors agree not to erect, construct or create any building, improvement, structure or obstruction of any kind either above or below the surface of the ground on the strip or tract of land granted to Great Lakes, or change the grade thereof, or permit that things to be done by others, without the express written consent of Great Lakes. Grantors shall assume, protect, indemnify and hold Great Lakes harmless from any and all loss, cost, damage or expense, including attorney's fees and court costs which Great Lakes may suffer, or sustain or be liable for, and against any and all claims, demands, or suits arising out of injury to or death of persons or animals, including care and loss of services, and/or loss

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of or damage to property, (whether of the parties hereto, or of others), including loss of use thereof, arising out of, occurring in, or in connection with the exercise of any granted easements, except such as may be caused by the sole or concurring negligence of Great Lakes.

Great Lakes hereby covenants, insofar as it is practicable so to do, to initially bury said pipe-line or pipe lines so as not to interfere with the ordinary cultivation of that part of said premises which at the time of construction has been under cultivation, except that, at the option of Great Lakes, said pipe lines may be placed above any stream, ravine, ditch or other water course.

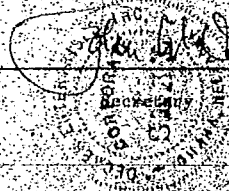
All damages to crops, timber, surfaces, fences, or other improvements on said premises (except as otherwise provided in this Agreement) for and because of the laying of each line of pipe shall be paid for within a reasonable time after such damage is sustained. In addition to this there shall be paid upon the construction of the first line of pipe an additional compensation at the rate of \$1.00 per rod for each lineal rod or fraction thereof of pipe

constructed on the above described premises. Thereafter, upon the construction of each additional line there shall be paid \$1.00 per lineal rod, or fraction thereof, of said additional pipe so constructed. If the amount of damages to fences, crops or other improvements, which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by Great Lakes, and the third by the two so appointed as aforesaid, the award of two such persons being final and conclusive.

All covenants in this Agreement shall constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Each public corporation signing this Agreement shall supply Great Lakes with copies of the ordinance or resolution authorizing such signing.

Dated this 20th day of August, 1964.

ATTEST:

John H. Wilcher
Secretary

BECKER ENTERPRISES, INC.
By William T. Becker
President

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STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

Before me, the undersigned, a Notary Public, in and for the county aforesaid, on this 20th day of August, 1964, personally appeared Melvin E. Decker, President of Decker Enterprises, Inc., a 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 President for Decker Enterprises, Inc., a corporation, for the uses and purposes set forth.

WITNESS my hand and seal.

Allen H. Gaud
Notary Public

My commission expires 2-13-69

STATE OF NEBRASKA)
) SS
COUNTY OF Sarpy)

Before me, the undersigned, a Notary Public, in and for the county aforesaid, on this 24 day of August, 1964, personally appeared William Owen and William Owen of Village of La Vista, a municipal corporation of Sarpy County, Nebraska, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as Chairman and Chairman for Village of La Vista, a municipal corporation, for the uses and purposes set forth.

WITNESS my hand and seal.

William Owen
Notary Public



My commission expires: Jan 2, 1967

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

Before me, the undersigned, a Notary Public, in and for the county aforesaid, on this 20th day of August, 1964, personally appeared M. J. Koblitz, Chairman and Toke F. Goshel, Clerk of the Sanitary and Improvement District No. 4 of Sarpy County, Nebraska, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as Chairman and Clerk for the Sanitary and Improvement District No. 4 of Sarpy County, Nebraska, for the uses and purposes set forth.

WITNESS my hand and seal.

Allen H. Gaud
Notary Public

My commission expires 2-13-69

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STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Before me, the undersigned, a Notary Public, in and for the county aforesaid, on this 23rd day of September, 1964, personally appeared Walter J. Smith President of Great Lakes Pipe Line Company, a 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 Walter J. Smith for Great Lakes Pipe Line Company, a corporation, for the uses and purposes set forth.

WITNESS my hand and seal.



Walter J. Smith
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DeWitt)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20th day of August, 1964, personally appeared Alma M. Sautter, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same for the purposes set forth.

WITNESS my hand and seal.



Charles A. Schmitt
Notary Public

My commission expires: April 18, 1967