

### ENCROACHMENT LICENSE AGREEMENT

This Encroachment License Agreement (this "Agreement") is made and entered into this \_\_\_ day of May, 2017, by and between ST. WENCESLAUS CHURCH OF OMAHA, a Nebraska non-profit corporation ("Licensor"), and CHAD HARRILL and ASHLEY HARRILL, husband and wife ("Licensee").

#### PRELIMINARY STATEMENT

Licensor will become the owner of the real estate in Omaha, Douglas County, Nebraska, and legally described as follows ("Licensor Property"):

See Exhibit "A"

Licensee is the owner of the real estate in Omaha, Douglas County, Nebraska and legally described as follows ("Licensee Property"):

Lot 125, Pacific Hollow, an addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska.

The Licensor Property and the Licensee Property share a common boundary on the west side of Licensor Property and the east side of Licensee Property.

Licensee has constructed within the area on the Licensor Property depicted and legally described on Exhibit "B" attached hereto (the "Encroachment Area"), a barbed wire fence and landscaping features (the "Improvements"). Licensor has agreed to provide Licensee with a license to keep and maintain the Improvements within the Encroachment Area subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Please return to:  
Patrick M. Flood  
Pansing Hogan Ernst & Bachman LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

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1. **License.** Licensor hereby grants to Licensee a non-exclusive license to come upon and travel across the Encroachment Area to keep and maintain the Improvements (the "License"), subject to the further terms and conditions of this Agreement (the "Authorized Purpose"). Licensor and Licensee agree that the barbed wire fence constructed by Licensee on the Licensor Property at or near the eastern boundary of the Encroachment Area is Licensee's fence and shall be kept and maintained by Licensee.
2. **License Term.** The term of the License shall commence on the date of execution of this Agreement and shall terminate upon the earlier of: (i) termination of the License upon thirty (30) days' advance written notice from Licensor to Licensee; or (ii) immediately upon written notice from Licensor of Licensee's breach of its obligations under Section 4 or 5 of this Agreement. Licensor shall have the right to file a notice of termination of this Agreement in the public records of Douglas County, Nebraska upon termination of the term of this Agreement, which termination shall be effective without Licensee's joinder in such notice of termination.
3. **No Warranty.** Licensee acknowledges that the License granted herein is provided to Licensee as an accommodation to Licensee and Licensor shall have no liability or obligation to perform any maintenance or provide any facilities or specific improvements to the Improvements, such License being granted on a where-as basis and without any warranty whatsoever, express or implied.
4. **License Limitations.** Licensee shall take all necessary action to insure that the Encroachment Area is used only for the Authorized Purpose. Licensee shall be responsible for keeping the Encroachment Area clean and free from debris and will promptly repair any damage to the Encroachment Area caused by the Licensee or its agents or contractors. Upon expiration or termination of the License, Licensee shall, at Licensor's request, remove any Improvements in the Encroachment Area and repair any damage to the Encroachment Area caused by removal of the Improvements.
5. **Indemnity.** Licensee shall indemnify, hold harmless and defend Licensor from and against any and all costs, expenses, liabilities, losses, damages, injuries, suits, actions, fines, penalties, demands or claims of any kind arising out of or in anyway connected with any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Encroachment Area arising from the Licensee's use of the Encroachment Area.
6. **Independent Contractor.** The parties acknowledge and agree that neither Licensor nor Licensee is a servant, employee, joint venturer, partner, or authorized representative of the other party. Each party is, and shall remain, an independent contractor. Neither party shall have authority to and cannot, by representation or otherwise, obligate the other party to any agreement or liability.
7. **Notices.** Any notices to be given provided under this Agreement shall be by hand-delivery or first class mail, postage prepaid, and addressed to the parties as follows:

If to Licensor: Pastor  
St. Wenceslaus Church  
15353 Pacific Street  
Omaha, NE 68154

If to Licensee: Chad Harrill and Asley Harrill or current owner  
1511 S. 152nd Circle  
Omaha, NE 68144

If mailed, notice will be deemed provided three (3) days after the date of the postmark.

8. **Miscellaneous.** This Agreement shall run with the land and shall be binding upon and shall inure to the benefit and burden of the Licensor and Licensee and their respective transferees, successors and assigns in title to the Licensor Property and Licensee Property, respectively. This Agreement may only be modified or amended by written instrument signed by the owners of Licensor Property and Licensee Property. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have entered into this License Agreement to be effective as of the date and year first above written.

LICENSOR:

**ST. WENCESLAUS CHURCH OF OMAHA**, a  
Nebraska non-profit corporation

By: Rev. Thomas E. Bauwens  
Rev. Thomas E. Bauwens, Pastor and Secretary

LICENSEE:

Chad Harrill  
Chad Harrill

Ashley Harrill  
Ashley Harrill

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

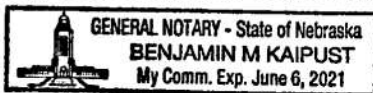
The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2018, by Rev. Thomas E. Bauwens, a Nebraska non-profit corporation, as Secretary of the corporation.

Patrick M. Flood  
Notary Public



\*STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

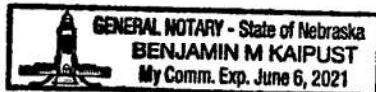
The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2017, by Chad Harrill.



Benjamin M Kaipust  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2017, by Ashley Harrill.



Benjamin M Kaipust  
Notary Public

EXHIBIT "A"

PART THE OF THE EAST HALF OF THE NORTHWEST QUARTER IN SECTION 26, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 03°12'49" EAST (BEARINGS REFERENCED TO THE NEBRASKA STATE PLANE COORDINATE SYSTEM) FOR 192.18 FEET ON THE WEST LINE OF SAID EAST HALF OF NORTHWEST QUARTER TO THE TRUE POINT OF BEGINNING; THENCE NORTH 86°47'11" EAST FOR 293.94 FEET; THENCE SOUTH 66°22'26" EAST FOR 160.95 FEET; THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 1035.00 FEET AND A LONG CHORD BEARING SOUTH 18°03'57" EAST FOR 385.26 FEET) FOR AN ARC LENGTH OF 387.52 FEET; THENCE NORTH 61°12'29" EAST FOR 10.00 FEET; THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 1025.00 FEET AND A LONG CHORD BEARING SOUTH 33°03'11" EAST FOR 152.32 FEET) FOR AN ARC LENGTH OF 152.46 FEET; THENCE SOUTH 37°18'51" EAST FOR 223.33 FEET; THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 275.00 FEET AND A LONG CHORD BEARING SOUTH 37°42'26" WEST FOR 531.31 FEET) FOR AN ARC LENGTH OF 720.15 FEET; THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 525.00 FEET AND A LONG CHORD BEARING NORTH 80°14'33" WEST FOR 235.68 FEET) FOR AN ARC LENGTH OF 237.71 FEET; THENCE SOUTH 86°47'11" WEST FOR 168.63 FEET TO SAID WEST LINE; THENCE NORTH 03°12'49" WEST FOR 1106.35 FEET TO THE POINT OF BEGINNING.

TO BE KNOWN AS LOT 1, SOUTH FARM.

## EXHIBIT "B" ENCROACHMENT EXHIBIT

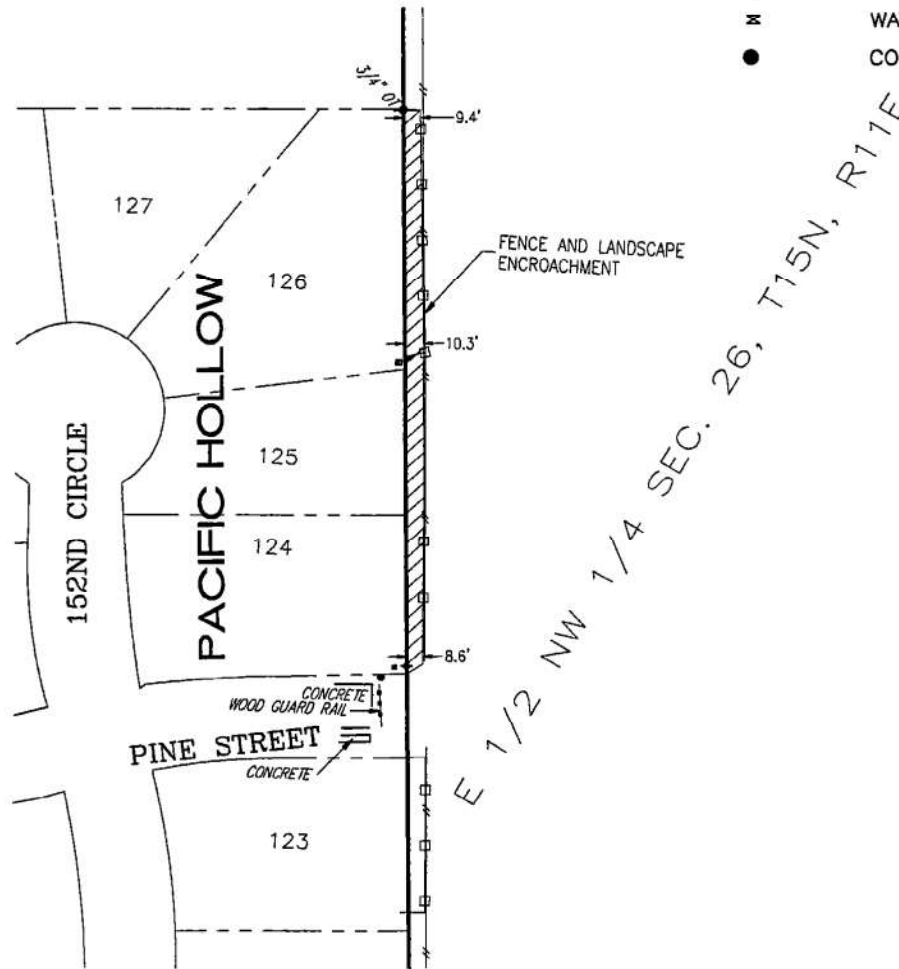


### LEGAL DESCRIPTION

LOTS 124 THROUGH 126, PACIFIC HOLLOW, A SUBDIVISION,  
AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY,  
NEBRASKA.

### LEGEND

- PROPERTY LINE
- WOOD PRIVACY FENCE
- BARBED WIRE FENCE
- UNIDENTIFIED RISER
- TRANSFORMER
- INFORMATION SIGN
- GRATE INLET
- FIRE HYDRANT
- WATER VALVE
- CORNERS FOUND



**LAMP RYNEARSON  
& ASSOCIATES**

14710 West Dodge Road, Suite 100 402.496.2498 | P  
Omaha, Nebraska 68154-2027 402.496.2730 | F  
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DRAWN BY	DESIGNED BY	REVIEWED BY	PROJECT - TASK NUMBER	DATE	BOOK AND PAGE	REVISIONS
CTM		JLC	0115126.01-415	5/10/17		

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