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EXP	<u>26-16-20</u>	COMP	
DCI		SCAN	<u>ds</u>

*✓ 7001780  
✓ 7001778*

This instrument was drafted by Williams Pipe Line Company, a Delaware Corporation, P.O. Box 21628, Tulsa, Oklahoma 74119, 918/574-8228.

**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 21628, Tulsa, Oklahoma, 74119, and SANITARY AND IMPROVEMENT DISTRICT NO. 452 OF DOUGLAS COUNTY, NEBRASKA (herein "SID 452"),

**WITNESSETH:**

WHEREAS, WPL is the owner of certain pipelines and appurtenances, (herein "Pipeline") and the right for future pipelines by virtue of an easement covering a tract of land described as follows:

By virtue of that certain Right of Way Agreement executed by James P. Johnson and Minnie L. Johnson, his wife, on the 8<sup>th</sup> day of February, 1941, and filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on the 13th day of March, 1941, in Book 153 of Misc. at Page 397, and that certain Agreement executed by Hedgewood Inc., a Nebraska corporation on the 15<sup>th</sup> day of February, 1980, and filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on the 27th day of March, 1980, in Book 660 of Misc. at Page 557 (herein "Easement"); and

WHEREAS, SID 452 has represented to WPL that it owns an easement for a sanitary sewer in, through, and under or over a tract of land described as follows:

See Exhibit A attached hereto and made a part hereof, and.

WHEREAS, SID 452 desires to construct a 10" PVC sanitary sewer (herein "Encroachment") on said tract of land described on Exhibit A which shall encroach on the Easement, and

WHEREAS, WPL and SID 452 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

L.S. 116 - Omaha Jct. -- Omaha Term 6"  
AFE None

Page 1 of 5

Tract 116-DO-36  
Project # None

*att. Williams Energy*  
*BOX 21628*  
*Tulsa, OK 74121*

*2550*

WHEREAS, SID 452 desires to obtain WPL's consent to encroach on the Easement and Pipeline; and

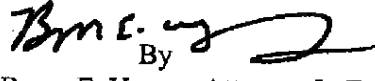
WHEREAS, WPL, under the terms hereinafter stated, is willing to permit the Encroachment.

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: A minimum of 9" of separation shall be maintained between the bottom of the Pipeline and the top of the Encroachment. 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 WPL's Coordinator of Maintenance, Dan Egner at 402-677-2996. A WPL representative must be present during any of the aforementioned construction activities to ensure the safety of the Pipeline. The presence of WPL's representative shall not relieve SID 452 of any liability under this Agreement.
2. SID 452 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.
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, removal, repair, replacement, protection, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Pipeline, or the clean up or handling of any spills of petroleum products, SID 452, 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. SID 452 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 Pipeline.

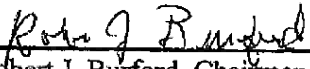
- 4. WPL and SID 452 agree that the existence of the Encroachment does not constitute a waiver of WPL's express rights under the aforesaid Easement or any other rights which may be implied at law or equity.
- 5. Except as herein provided, SID 452 will not at any time erect, construct, or create any additional 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. In the event that SID 452 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 SID 452 upon demand.
- 7. 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   
 Bryan E. Young, Attorney-In-Fact

Date  
 2-7-01

SANITARY AND IMPROVEMENT  
DISTRICT NO. 452 OF DOUGLAS COUNTY,  
NEBRASKA

By:   
 Robert J. Burford, Chairman

Date 12/27/00

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 7<sup>th</sup> day of Feb, 2001, 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, a Delaware corporation, 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 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.

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

My Commission Expires:  
June 15, 2004

Notary Public  
*Carolene Underwood*  
**CAROLENE UNDERWOOD**

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 27<sup>th</sup> day of December, 2000, personally appeared Robert J. Burford, to me personally known, who being by me first duly sworn did say that he is the Chairman of the SANITARY AND IMPROVEMENT DISTRICT NO. 452 OF DOUGLAS COUNTY, NEBRASKA, and that said Chairman acknowledged said instrument to be the free act and deed of said District.

Witness my hand and official seal.

*Alice J. Long*  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
March 7, 2001

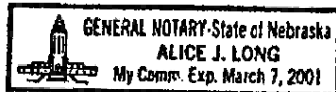


EXHIBIT "A"

PERMANENT SEWER EASEMENT

A 20 FT. STRIP OF LAND FOR SANITARY SEWER EASEMENT PURPOSES LOCATED IN THE NW1/4 OF THE SE1/4 OF SECTION 26, T16N, R12E OF THE 6<sup>TH</sup> P.M., DOUGLAS COUNTY, NEBRASKA, SAID STRIP BEING 10 FT. ON EACH SIDE OF A CENTERLINE, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID NW1/4 SE1/4: THENCE S 89°58'02" E (ASSUMED BEARING), 850.02 FT. ON THE SOUTH LINE OF SAID NW1/4 SE1/4 AND THE NORTH LINE OF WOODBRIDGE SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA TO THE POINT OF BEGINNING; THENCE N 15°08'52" E, 54.97 FT.; THENCE S 89°40'08" W, 125.70 FT.; THENCE N 18°56'58" E, 276.58 FT.; THENCE N 52°37'11" E, 319.67 FT.; THENCE N 35°51'47" E, 155.47 FT.; THENCE N 04°58'43" E, 299.02 FT.; THENCE N 05°10'37" W, 160.99 FT.; THENCE N 04°11'51" E, 120.00 FT.; THENCE N 00°04'19" W, 107.66 FT. TO A POINT ON THE NORTH LINE OF SAID NW1/4 SE1/4 AND THE POINT OF TERMINUS, CONTAINING 0.74 ACRES MORE OR LESS, THE SIDELINES OF SAID EASEMENT TO EXTEND OR SHORTEN TO INTERSECT AT ANGLE POINTS.

TEMPORARY CONSTRUCTION EASEMENT

A 40 FT. STRIP OF LAND FOR CONSTRUCTION PURPOSES LOCATED IN THE NW1/4 OF THE SE1/4 OF SECTION 26, T16N, R12E OF THE 6<sup>TH</sup> P.M., DOUGLAS COUNTY, NEBRASKA, SAID STRIP BEING 20 FT. ON EACH SIDE OF A CENTERLINE, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID NW1/4 SE1/4: THENCE S 89°58'02" E (ASSUMED BEARING), 881.10 FT. ON THE SOUTH LINE OF SAID NW1/4 SE1/4 AND THE NORTH LINE OF WOODBRIDGE SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA TO THE POINT OF BEGINNING; THENCE N 15°08'52" E, 84.22 FT.; THENCE N 89°55'33" W, 122.71 FT.; THENCE N 18°56'58" E, 226.42 FT.; THENCE N 52°37'11" E, 315.01 FT.; THENCE N 35°51'47" E, 169.17 FT.; THENCE N 04°58'43" E, 309.98 FT.; THENCE N 05°10'37" W, 161.20 FT.; THENCE N 04°11'51" E, 118.66 FT.; THENCE N 00°04'19" W, 108.62 FT. TO THE NORTH LINE OF SAID NW1/4 SE1/4 AND THE POINT OF TERMINUS, CONTAINING 1.48 ACRES MORE OR LESS, THE SIDELINES OF SAID EASEMENT TO EXTEND OR SHORTEN TO INTERSECT AT ANGLE POINTS.