

COUNTER ah C.E. ah
VERIFY ah D.E. ah
PROOF 40.00
FEES \$ 40.00
CHECK# 4000
CHG CASH
REFUND CREDIT
SHORT NCR

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2018-12117

06/01/2018 12:09:12 PM

Floyd J. Rouding

REGISTER OF DEEDS



Return to:
OMAHA PUBLIC POWER DISTRICT
Land Management 6W/EP4
444 South 16th Street Mall
Omaha, Nebraska 68102-2247

Attn: Brent Lundgren

OPPD Doc. #: 2.061 00(003)A

Date:

IEA

INDEMNIFICATION AND ENCROACHMENT AGREEMENT

WHEREAS; the OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, its successors and assigns hereinafter referred to as "District", has obtained an easement with all rights granted thereto in, over and across the following described lands situated in Sarpy County, Nebraska, to-wit:

Lots 4 and 5 of Wolf Creek Replat I, an addition surveyed platted and recorded in Sarpy County, Nebraska.

said easement being filed on the 29th day of December, 2000, as instrument number 2000-34473 in the Register of Deeds Office, Sarpy County, Nebraska; and

WHEREAS; Bargstadt Properties, L.L.C. is the "Owner" of the "Property", and proposes to permit construction by its Tenant Boundless Operations, LLC (the "Tenant") of certain improvements which encroach within the boundaries of said easement area, (see attached Exhibit "A" for a sketch of encroachment); and

WHEREAS; the District has the right to prohibit permanent buildings or structures from being placed on or remaining within the boundaries of said easement area, which rights the District wishes to retain, but is willing to permit construction of the proposed encroachment provided the Tenant acknowledges the risk of damage to property is higher nearer the electric lines,

Rod' Larry Forman

NOW, THEREFORE, in consideration of the District's approval of Owner's request allowing Tenant to construct the encroachment shown on Exhibit A, Owner and Tenant agree as follows:

1. Owner and Tenant agree that said encroachment and maintenance thereof are subject to the operations of the District, its successors or assigns and to the risks thereof, which the Owner and Tenant voluntarily with complete understanding of the risks, and liabilities involved, agree to assume.
2. Tenant shall require its contractors to follow OSHA safe working distances as set forth in OSHA CRF 1926 when working in proximity to the adjacent electrical transmission lines.
3. Tenant will assure that all metal exterior surfaces of any encroachment within the easement area shall be grounded by a licensed electrician.
4. Tenant will assure that no construction material shall be stockpiled within the easement area during or following construction of the encroachment.
5. Tenant waives and releases any risks, claim, right or cause of action known or unknown, whether now existing or arising in the future, against the District, and its successors and assigns, with respect to the encroachment or the aforesaid easement area, or injuries or damages related thereto.
6. Tenant agrees to protect, indemnify and save harmless the District, its directors, officers, agents, employees, and invitees from and against any and all claims, suits, demands, liability and expenses to include but not be limited to litigation costs and attorneys' fees by reason of loss or damage to any property whatsoever, including that of the District, or injury to or death of any person whomsoever, including the District, its officers, agents, employees, and invitees, from any cause whatsoever arising from or related to directly or indirectly;
 - a. the maintenance, existence, use or removal of said encroachment,
 - b. any defect in said encroachment or any failure thereof,
 - c. any act or omission of the Tenant, whether negligent or not, its agents, employees, members, or invitees while on or about the aforesaid easement area of the District or while working on or using said encroachment, or
 - d. the failure of the Tenant to abide by or comply with any of the terms or conditions of this agreement even though such loss, damage, injury or death may have been contributed to by the operation of the District's transmission line or by the condition of its property.
7. Neither the Owner nor the Tenant nor their successors or assigns shall improve or expand the existing encroachment or construct any other encroachments without the prior written approval of the District or its successors or assigns.
8. Tenant covenants that it is entitled under its lease with Owner to lawful possession of said property and right and lawful authority to execute this agreement and that its successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this agreement.
9. This agreement shall be publicly recorded against the above described property and the terms and conditions set forth herein shall run with the land and be enforceable against the Owner, the Tenant and their heirs, successors and assigns. If this agreement is not recorded within Sixty (60) days of the date hereof, the agreement shall become null and void.

	1/4		1/4	Section		Township		North		Range		East	County	
ROW				Customer Rep				Engineer				W.O. #		

IN WITNESS WHEREOF, the Owner and Tenant have executed this instrument this 22nd day of May, 2018.

OWNER:

BARGSTADT PROPERTIES, L.L.C.

Sign: Roger Bargstadt

Print: ROGER BARGSTADT

Title: Member Bargstadt Properties

TENANT:

BOUNDLESS OPERATIONS, LLC

Sign: Todd Graeve

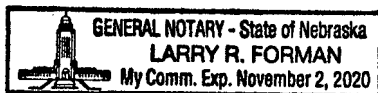
Print: Todd Graeve

Title: CEO

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 24 day of May, 2018, before me the undersigned, a Notary Public in and for said County, personally came Roger Bargstadt, a member of Bargstadt Properties, L.L.C., to me personally known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.



Witness my hand and Notarial Seal the date above written.

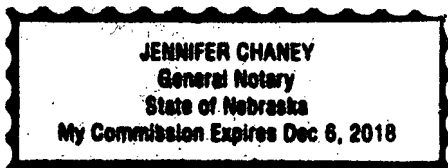
[Signature]

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 22nd day of May, 2018, before me the undersigned, a Notary Public in and for said County, personally came Todd Graeve, the CEO a member of Boundless Operations, LLC to me personally known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.



Witness my hand and Notarial Seal the date above written.

[Signature]
NOTARY PUBLIC

	1/4		1/4	Section		Township		North		Range		East	County	
ROW				Customer Rep				Engineer				W.O. #		

Omaha Public Power District

Sign: _____

Print: Jacob Farrell

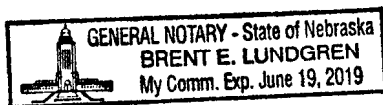
Title: Supervisor - Land Management,
Siting and Records

M. W. Mullen
Approved by Engineering

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 31st day of May, 2018, by Jacob Farrell – Supervisor - Land Management, Siting and Records of Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska.

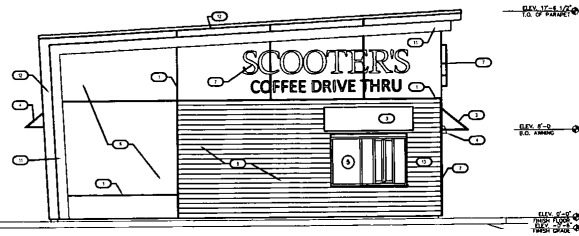


Witness my hand and Notarial Seal the date above written.

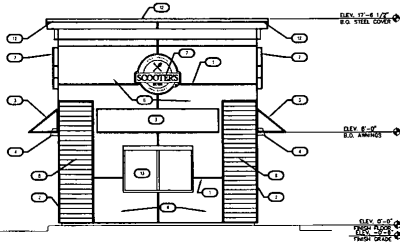
Brent E. Lundgren
NOTARY PUBLIC

SE	¼	NE	¼	Section	27	Township	14	North	Range	13	East	Douglas	County
Line	61			Structure	18-19	Subdivision					Lot	4 & 5	
ROW	BEL			Customer Rep				Engineer	M. Kühlenengel		S. Hanson		

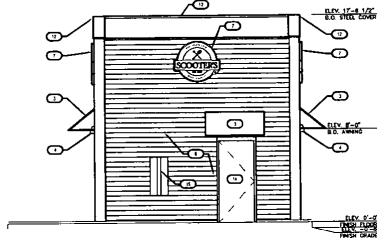
2018-12-17 E



1 SIDE EXTERIOR ELEVATION
SCALE: N.T.S.

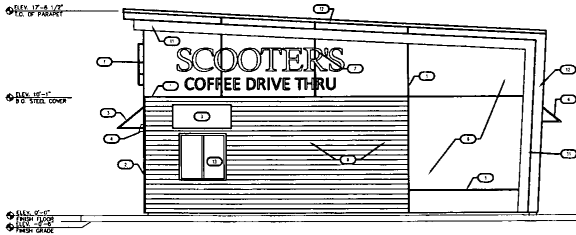


3 FRONT EXTERIOR ELEVATIONS
SCALE: N.T.S.



2 REAR EXTERIOR ELEVATIONS
SCALE: N.T.S.

KEYNOTES	
1	OF REVEALS AT WINDOW PANEL
2	OF REVEALS AT WINDOW PANEL
3	OF REVEALS AT WINDOW PANEL
4	OF REVEALS AT WINDOW PANEL
5	OF REVEALS AT WINDOW PANEL
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8	OF REVEALS AT WINDOW PANEL
9	OF REVEALS AT WINDOW PANEL
10	OF REVEALS AT WINDOW PANEL
11	OF REVEALS AT WINDOW PANEL
12	OF REVEALS AT WINDOW PANEL



3 SIDE EXTERIOR ELEVATIONS
SCALE: N.T.S.



PROTOTYPE

Exhibit A



DATE: APRIL 2018