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DEL _____ SCAN _____ FV _____



MISC 2008063280



JUN 26 2008 10:26 P 10

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/26/2008 10:26:57.78



2008063280

Document Prepared by/Return to: Josh Kritenbrink 402-398-7618
Northern Natural Gas Company, 1111 South 103rd Street, Omaha, NE 68124-1000

49301-90

ENCROACHMENT AGREEMENT

This instrument made and entered into this 16th day of June, 2008, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, (hereinafter referred to as "Northern"), with principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124, and WOODLAND HOMES, INC., a Nebraska corporation (hereinafter referred to as "Owner").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an easement granted by George J. Labs and Catherine M. Labs, husband and wife, on the 10th day of January, 1962, covering the following described premises in Douglas County, Nebraska:

The Northeast Quarter of the Northwest (NE $\frac{1}{4}$ NW $\frac{1}{4}$) and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), all in Section 9, Township 15 North, Range 11 East; and

which easement was recorded the 21st day of March, 1962, in Book 378 of Miscellaneous Records at Page 39, and defined to a 120-foot wide strip by a Modification and Amendment of Easement Grant dated the 22nd day of February, 2001, and recorded the 15th day of May, 2001, as Document No. 2001 07005, in Book 1381 at Page 445; all in the Office of the Register of Deeds for Douglas County, Nebraska (hereinafter referred to as "Easement"); and

WHEREAS, pursuant to the authority contained in said Easement, Northern has constructed and currently operates and maintains a 16-inch pipeline (NEB49301), along with the right to install additional facilities from time to time (hereinafter referred to as "Pipeline Facilities"), across and through the above described premises; and

WHEREAS, Owner is the present owner of the following described real property, with Pipeline Facilities situated upon the following described land in Douglas County, Nebraska (hereinafter referred to as the "Owned Premises"):

See Exhibit "A" attached hereto
and, by this reference, made part hereof.

WHEREAS, Owner plans to construct Evans Street, Emmet Street, sanitary sewer lines, and storm sewer lines (hereinafter referred to as "Encroachment") upon and within a portion of the confines of Northern's 120-foot Easement as depicted on Exhibit "B", with this written consent; and

WHEREAS, Owner has been advised by Northern that Northern is a natural gas transmission company and that Northern operates a high pressure underground natural gas pipeline through the Owned Premises; and

WHEREAS, Owner has requested permission from Northern to maintain, use, and enjoy the Encroachment upon a portion of Northern's Easement and in close proximity to Northern's Pipeline Facilities; and

WHEREAS, Northern is willing to grant such permission upon the terms and conditions set forth as follows.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Northern hereby grants permission to Owner to maintain, operate and use upon the Owned Premises and in close proximity to Northern's Pipeline Facilities, the said Encroachment, subject to the following conditions:

A. That Owner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Owner or its respective agents, invitees, or licensees present on or in the vicinity of the Easement and in any way associated with said Encroachment.

B. That the permission granted herein is limited exclusively to the proposed Encroachment within Northern's Easement. Owner shall not alter the grade or permit such alteration anywhere on the land upon which Northern has reserved its easement rights, without the prior express written consent of Northern.

C. That Owner shall at all times conduct all its activities on said Easement in such a manner as not to interfere with or impede the operation of Northern's Pipeline Facilities and activities in any manner whatsoever.

D. That Owner shall not plant any trees or shrubs within the confines of Northern's Easement without the prior express written consent of Northern.

2. Owner agrees to indemnify, protect, and hold Northern, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, cause of action, negligence, transaction or omission of Owner in connection with, or incidental to the construction, operation, maintenance, or use of the said Encroachment within, upon or in the vicinity of the Easement Area, or from the operation, maintenance, use or presence of Northern's Pipeline Facilities upon or in the vicinity of the Encroachment except where such loss, cost, liability, or expense was proximately caused by the negligence of Northern or its employees. It is understood and agreed by the parties that under this Agreement, Owners shall be jointly and severally liable.

3. Owner agrees that protection of Northern's Pipeline Facilities will be maintained at all times.

4. Should Northern need to remove any of Owner's said Encroachment within its Easement in order to construct, maintain, operate, repair, remove, or resize Northern's existing or additional Pipeline Facilities, Owner or its respective heirs, successors, and assigns shall pay the cost of removing and replacing or reinstalling said Encroachment. In addition, all repair and maintenance work performed by Northern on its existing or additional Pipeline Facilities located on the Owned Premises shall be performed in a reasonable workmanlike manner and Northern shall restore the surface and grade of the Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to Owner's said Encroachment or any associated equipment and facilities that exist within the Easement, and in this regard, Owner hereby releases Northern, its employees, agents, officers, and directors from any and all liability for any such loss or damage.

5. The Parties hereto understand that this Agreement in no way constitutes a waiver by Northern of its rights to enjoy its Easement unencumbered by the construction of said Encroachment within Northern's Easement.

6. It is expressly agreed to by and between the parties hereto that if Owner is in violation of any terms or conditions set forth in this Agreement, Northern, at its option, may terminate this Agreement upon ten (10) days' notice to the Owner. In the event of such termination, Owner shall immediately remove any and all of said Encroachment which may be situated on the Easement, or if Owner fails to remove any and all of said Encroachment, Northern may, at its option, remove said Encroachment at the expense of Owner and without any liability whatsoever. It is further agreed that the failure by Northern to exercise such option as to any such violation shall not constitute a waiver of Northern's future right to exercise such option as to the same or any future violation.

7. The provisions of the Easement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth above.

8. Owner agrees to indemnify, defend and hold Northern, its parent and affiliated companies, and the directors, officers and employees of any such corporate entities harmless from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees arising from: (1) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the said Encroachment on the Owned Premises described herein, and (2) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the Easement.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties and the benefits of this Agreement shall run with the land.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"NORTHERN"
NORTHERN NATURAL GAS COMPANY

"OWNER"
WOODLAND HOMES, INC.

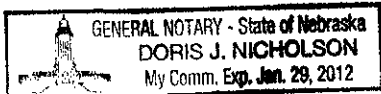
By Glen R. Hass
Glen R. Hass
Agent and Attorney-in-Fact

By Gerald Torczon
Name Gerald Torczon
Title President

STATE OF Nebraska)
)SS
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 16 day of June, 2008, by Gerald Torczon, President, for Woodland Homes, Inc., a Nebraska corporation, on behalf of the corporation.

(SEAL)

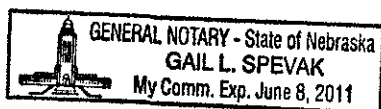


Doris J. Nicholson
Notary Public
My Commission Expires Jan. 29, 2012

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20th day of June, 2008, by Glen R. Hass, Agent and Attorney-in-Fact, for Northern Natural Gas Company, a Delaware corporation, on behalf of the corporation.

(SEAL)



Gail L. Spevak
Notary Public
My Commission Expires 6/8/11

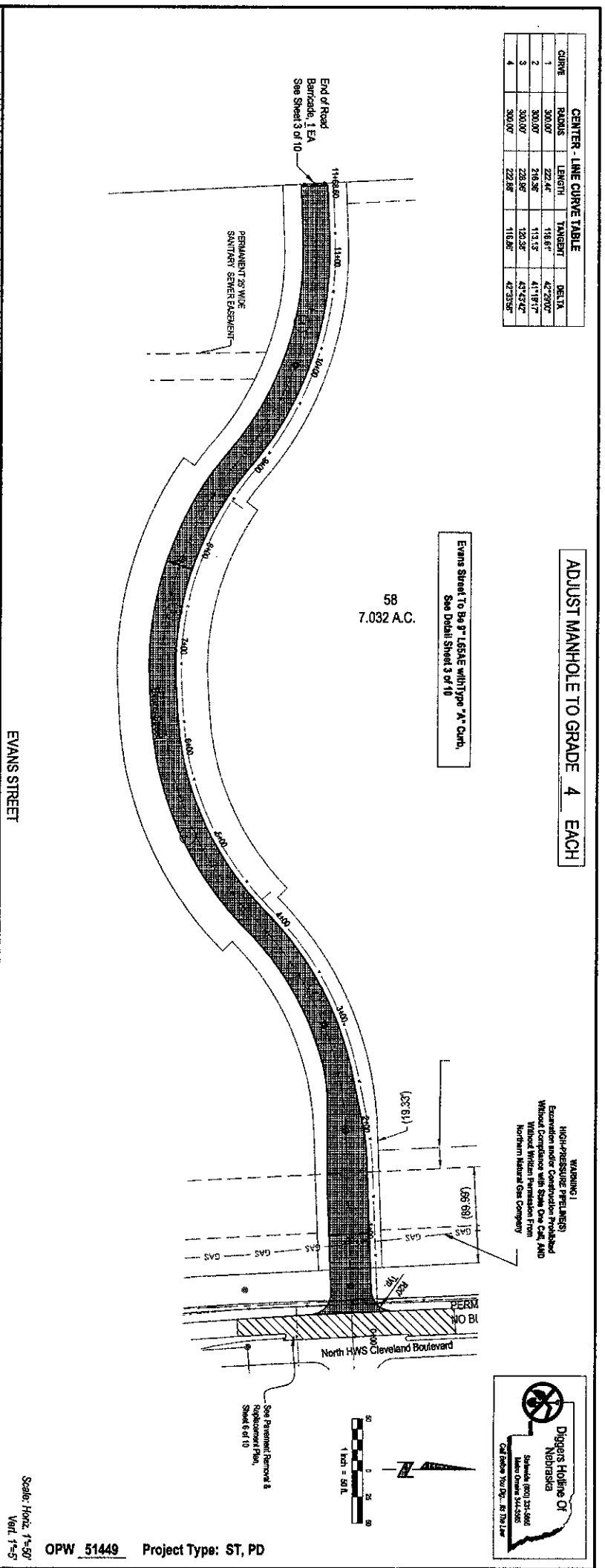
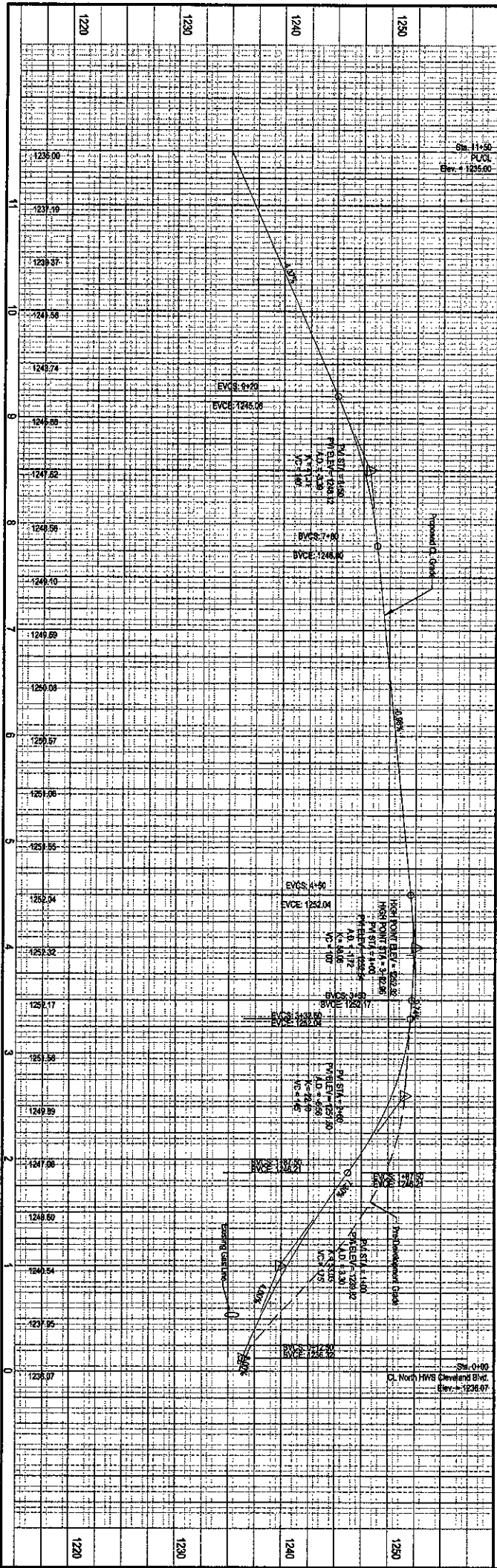
Exhibit "A"

A tract of land located in part of the East Half of the Northwest Quarter (E½NW¼) of Section 9, Township 15 North, Range 11 East, Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said NW¼ of Section 9; thence S02°35'13"E (assumed bearing) along the East line of said NW¼ of Section 9, said line also being the West line of the NE¼ of Section 9, a distance of 159.22 feet to a point on the Southerly right of way line of West Maple Road, said point also being the point of beginning; thence continuing S02°35'13"E along said East line of the NW¼ of Section 9, said line also being the West line of the NE¼ of Section 9, a distance of 2,492.45 feet to the Southeast corner of said NW¼ of Section 9; thence S87°56'23"W along the North line of the SW¼ of said Section 9, said line also being the South line of said NW¼ of Section 9, a distance of 1,054.04 feet; thence N02°35'13"W a distance of 2,491.67 feet to a point on said Southerly right of way line of West Maple Road; thence Easterly along said Southerly right of way line of West Maple Road on the following described courses; thence N87°05'04"E a distance of 315.52 feet; thence S83°13'48"E a distance of 383.51 feet; thence N79°09'24"E a distance of 361.85 feet to the point of beginning.

Except those portions taken for street purposes, and also excepting that part more particularly described as follows: Beginning at the Southeast corner of said NW¼ of Section 9, thence S87°56'23"W (assumed bearing) along the South line of said NW¼ of Section 9 a distance of 1,054.04 feet; thence N02°32'56"W a distance of 290.03 feet; thence N88°20'25"E a distance of 248.97 feet; thence N54°15'57"E a distance of 961.31 feet to a point on the East line of said NW¼ of Section 9, said line also being the West line of Lot 190, Whispering Ridge, a subdivision located in the NE¼ of said Section 9; thence S02°35'13"E along the East line of said NW¼ of Section 9, said line also being said West line of Lot 190, Whispering Ridge, a distance of 821.33 feet to the point of beginning.

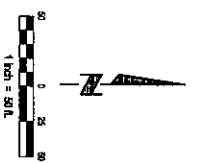
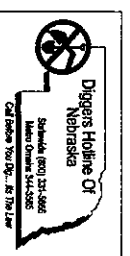
Exhibit "B"
(Pg. 1 of 6)



ADJUST MANHOLE TO GRADE 4 EACH

Evans Street To Be 8' - 165A/E with Type "A" Curb.
See Detail Sheet 3 of 10

WARNING!
HIGH-PRESSURE PRELIMIS!
Excavation under Construction Prohibited
Without Written Permission from
Northern Natural Gas Company



Scale: Horiz. 1"=50'
Vert. 1"=5'
OPW 51449 Project Type: ST, PD

Rev.	Date	Description



PAVING P&P
EVANS STREET

WHISPERING RIDGE WEST
LOTS 1 THRU 58 INCLUSIVE &
OUTLOTS "A" THRU "D"
PAVING SYSTEM - SECTION ONE
S.B.L.D. NO. XXX
DOUGLAS COUNTY, NEBRASKA

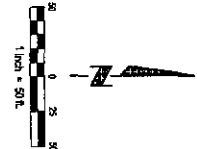
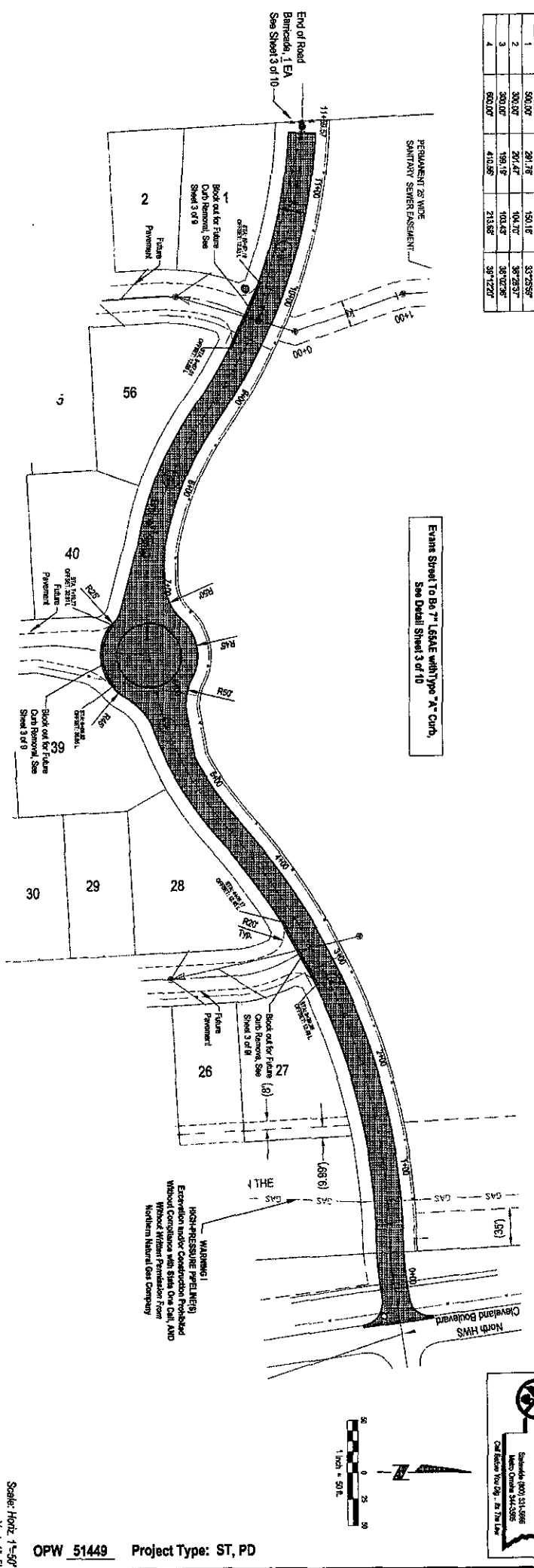
e+a E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154
PHONE: (402) 985-4700 FAX: (402) 985-3599
www.eag.com

Exhibit "B"
(Pg. 2 of 6)

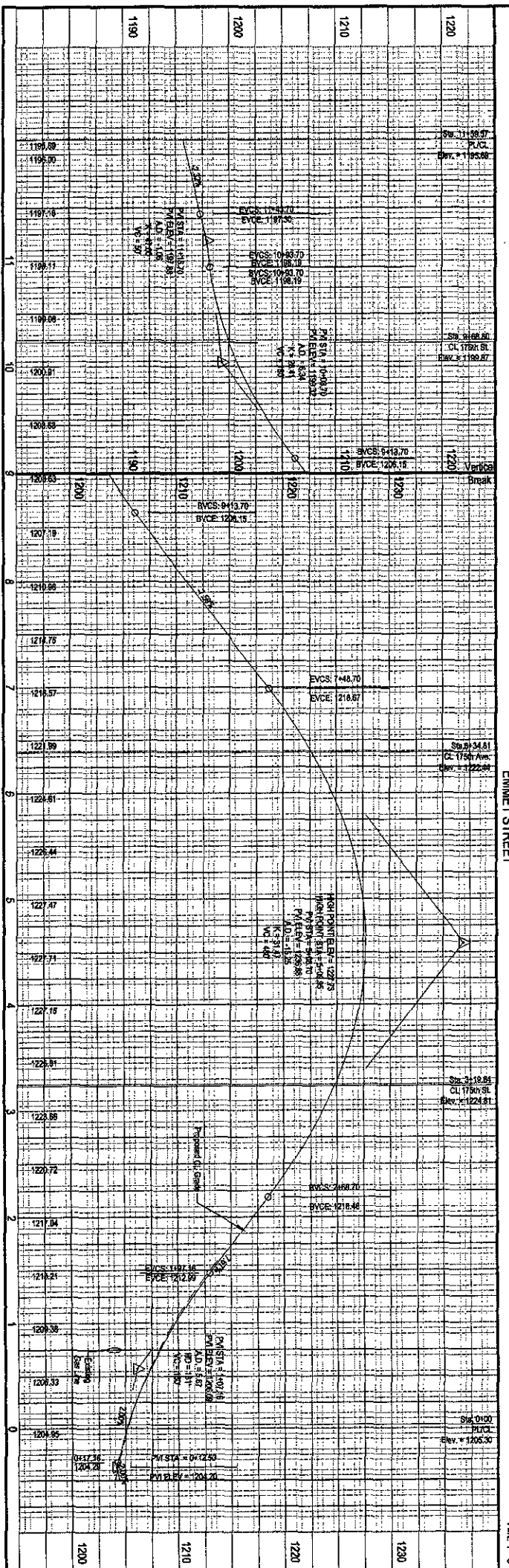
CURVE	POINTS	LENGTH	TANGENT	DELTA
1	300.00'	271.75'	150.15'	33°25'55"
2	300.00'	271.47'	104.77'	38°28'57"
3	300.00'	199.15'	103.43'	38°02'28"
4	300.00'	410.95'	213.83'	39°12'27"

ADJUST MANHOLE TO GRADE 4 EACH

Evans Street To Be 7" LGS&E with Type "A" Curb,
See Detail Sheet 3 of 10



Diggers Hotline of Nebraska
 800.551.6886
 402.494.5555
 Call Before You Dig, or You Lose!



Scale: Horiz. 1"=50'
Vert. 1"=5'

OPW 51449 Project Type: ST, PD

Rev.	Date	Description
1	01/08/2009	

Proj No: 2009.154.04
 Date: 01/08/2009
 Designed By: TRM
 Drawn By: DRC
 Checked By:
 Sheet 5 of 9



PAVING P&P
EMMET STREET

WHISPERING RIDGE WEST
 LOTS 1 THRU 58 INCLUSIVE &
 OUTLOTS "A" THRU "D"
 PAVING SYSTEM - SECTION ONE
 S.A.D. NO. XXX
 DODGE COUNTY, NEBRASKA

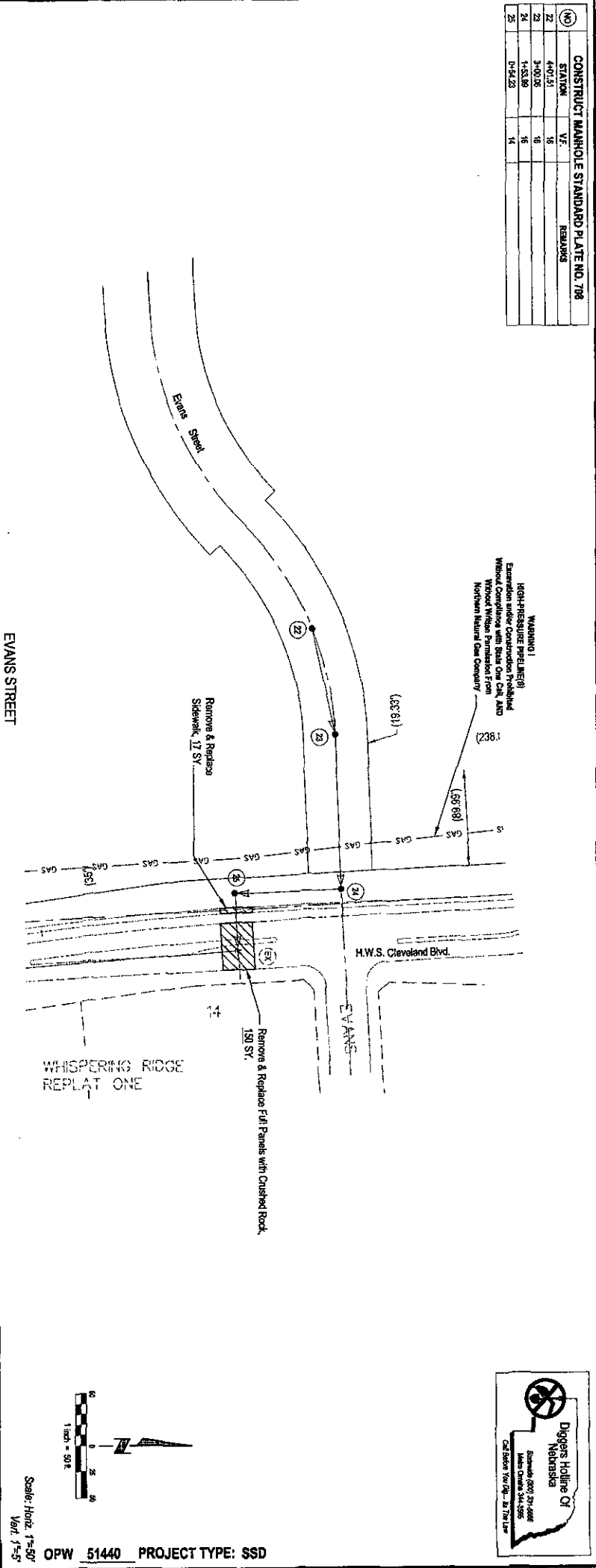
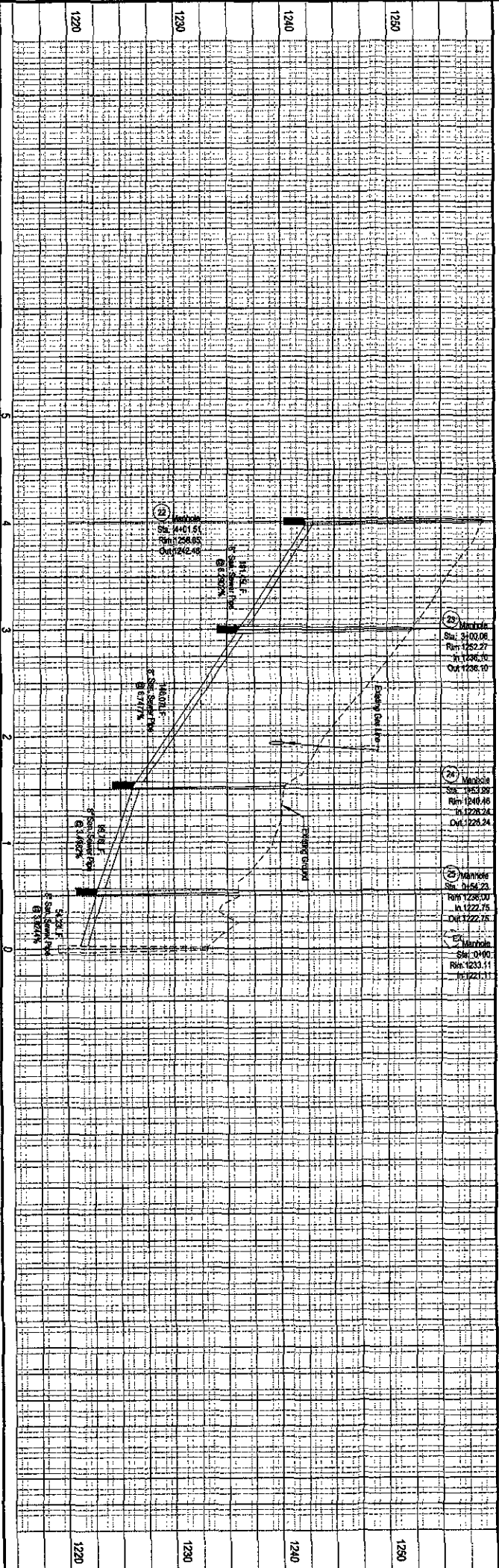


E&A CONSULTING GROUP, INC.
 ENGINEERING • PLANNING • FIELD SERVICES

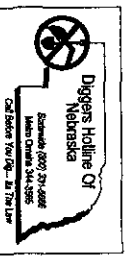
330 NORTH 117TH STREET OMAHA, NE 68164
 PHONE: (402) 895-4700 FAX: (402) 895-5599
 WWW.E&AG.COM

Exhibit "B"
(Pg. 3 of 6)

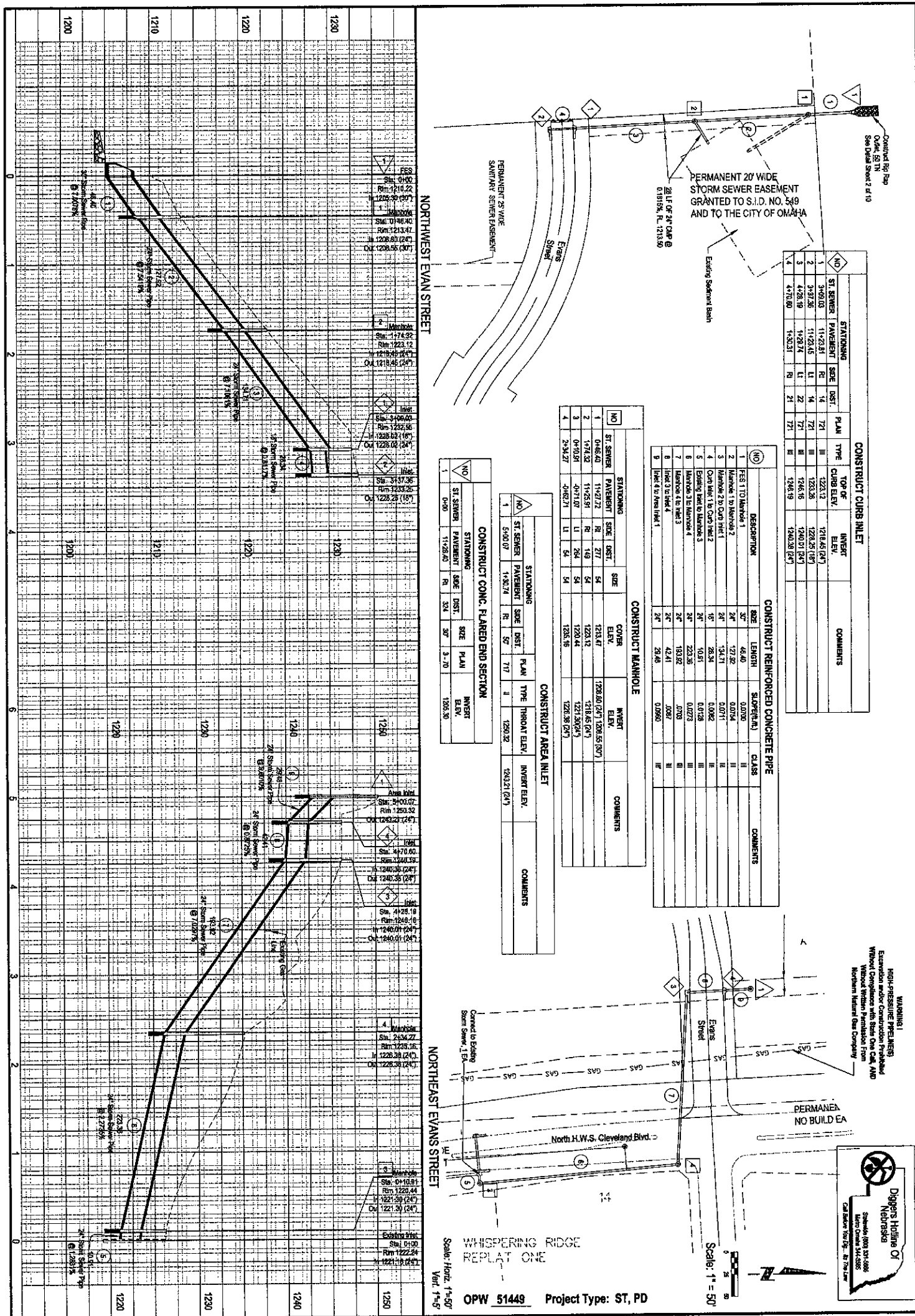
CONSTRUCT MANHOLE STANDARD PLATE NO. 788			
(NO)	STATION	VE	REMARKS
22	4+01.51	16	
23	3+00.06	16	
24	1+53.88	15	
25	D+54.23	14	



WARNING!
HIGH-PRESSURE GAS (MIG) EXISTENCE UNDER CONSTRUCTION. PROHIBITED WITHOUT COMPLIANCE WITH GAS ONE CALL AND WITHOUT WRITTEN PERMISSION FROM NORTHERN NATURAL GAS COMPANY.



Proj No: P2000.154.04 Date: 12/27/2007 Designed By: TRM Drawn By: DRC Checked By: Sheet 6 of 8	<table border="1"> <thead> <tr> <th colspan="2">Revisions</th> </tr> <tr> <th>(No)</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Revisions		(No)	Description				EVANS STREET	WHISPERING RIDGE WEST LOTS 1 THRU 66 INCLUSIVE AND OUTLOTS "A" THRU "C" INCLUSIVE SANITARY SEWER SYSTEM SYSTEM 1 S.A.I.D. No. 549 DOUGLASS COUNTY, NEBRASKA	E&A CONSULTING GROUP, INC. ENGINEERING • PLANNING • FIELD SERVICES 330 NORTH 117TH STREET OMAHA, NE 68104 PHONE: (402) 895-4700 FAX: (402) 895-5308 www.eacg.com
Revisions											
(No)	Description										



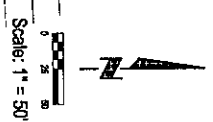
STATIONING		PLAN		CONSTRUCT CURB INLET		COMMENTS	
NO.	ST. SEWER PAVEMENT	SIZE	DIST.	TYPE	CURB ELEV.	INVERT ELEV.	
1	3+09.03	11" x 23.5"	RI	III	1223.13	1218.45 (24")	
2	3+37.36	11" x 23.5"	LI	III	1223.36	1218.45 (24")	
3	4+28.16	11" x 23.5"	LI	III	1246.16	1240.51 (24")	
4	4+70.80	11" x 23.5"	RI	III	1246.19	1240.58 (24")	

STATIONING		PLAN		CONSTRUCT MANHOLE		COMMENTS	
NO.	ST. SEWER PAVEMENT	SIZE	DIST.	COVER ELEV.	INVERT ELEV.	INVERT ELEV.	
1	0+48.40	11" x 27"	RI	1233.47	1233.47	1233.47	
2	1+74.32	11" x 25"	LI	1223.12	1223.12	1223.12	
3	0+70.29	0+82.71	LI	54	54	1235.16	
4	2+34.27	0+82.71	LI	54	54	1235.16	

STATIONING		PLAN		CONSTRUCT AREA INLET		COMMENTS	
NO.	ST. SEWER PAVEMENT	SIZE	DIST.	THROAT ELEV.	INVERT ELEV.	INVERT ELEV.	
1	5+00.07	1+50.77	RI	57	717	1230.32	1242.21 (24")

WARNING!
HIGH-PRESSURE PIPELINES
Excavation and/or Construction Prohibited
Without Compliance with State Gas Code AND
Without Written Permission From
Northern Natural Gas Company

Digiport Hotline of Nebraska
800-368-3333
1-800-368-3333
Call before you dig... it's the law!



WHISPERING RIDGE REPLAT ONE
Scale: Horiz. 1"=50'
Vert. 1"=5'

OPW 51449 Project Type: ST, PD

Revisions	
NO.	Description

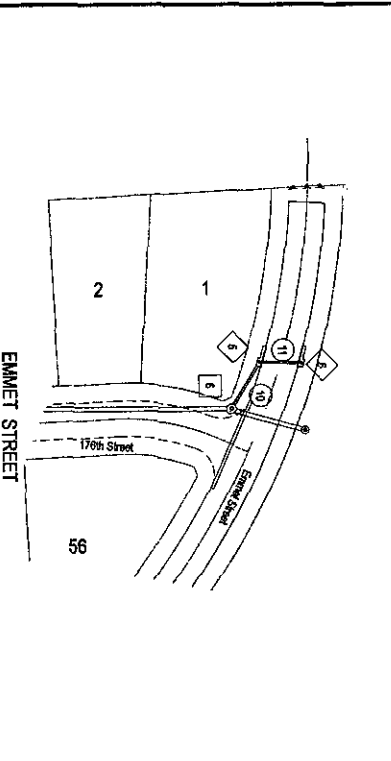
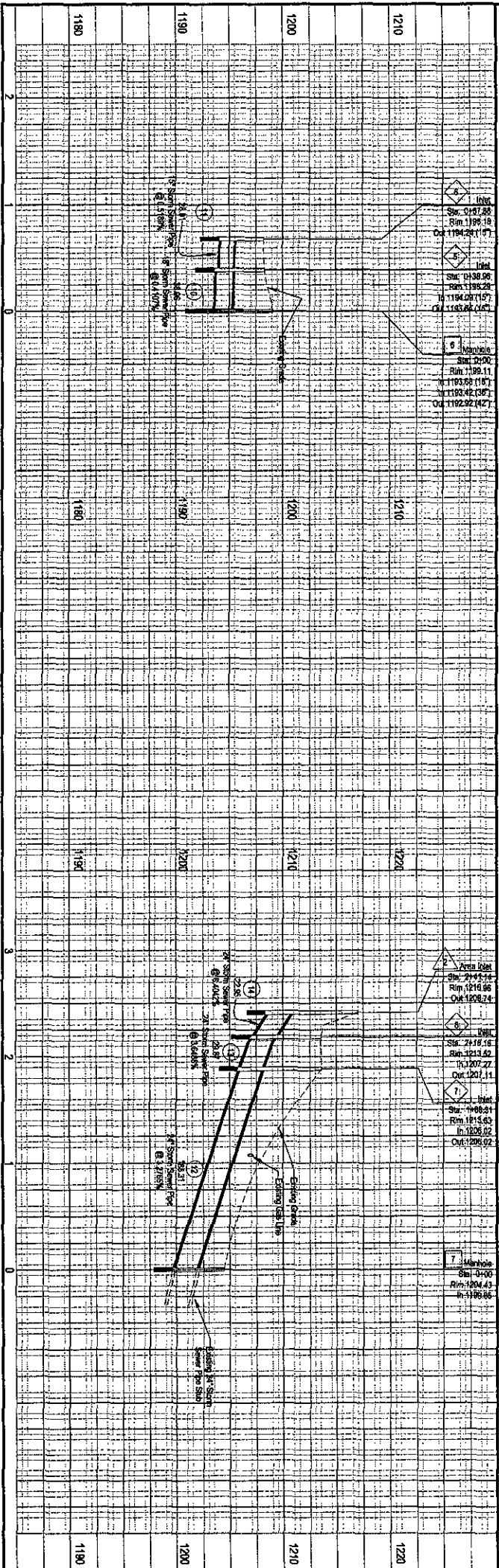
Proj. No: 2000.154.04
Date: 01/09/2007
Designed By: TRM
Drawn By: DRC
Checked By:
Sheet 7 of 8



**STORM P&P
NORTHEAST &
NORTHWEST EVANS
STREET**

WHISPERING RIDGE WEST
LOTS 1 THRU 58 INCLUSIVE &
OUTLOTS 'A' THRU 'D'
STORM SEWER SYSTEM - SECTION 1
S & L D. NO. 549
DOUGLAS COUNTY, NEBRASKA

e+a E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154
PHONE: (402) 896-4700 FAX: (402) 896-3599
WWW.EAG.COM

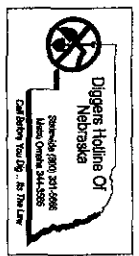
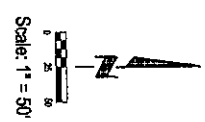
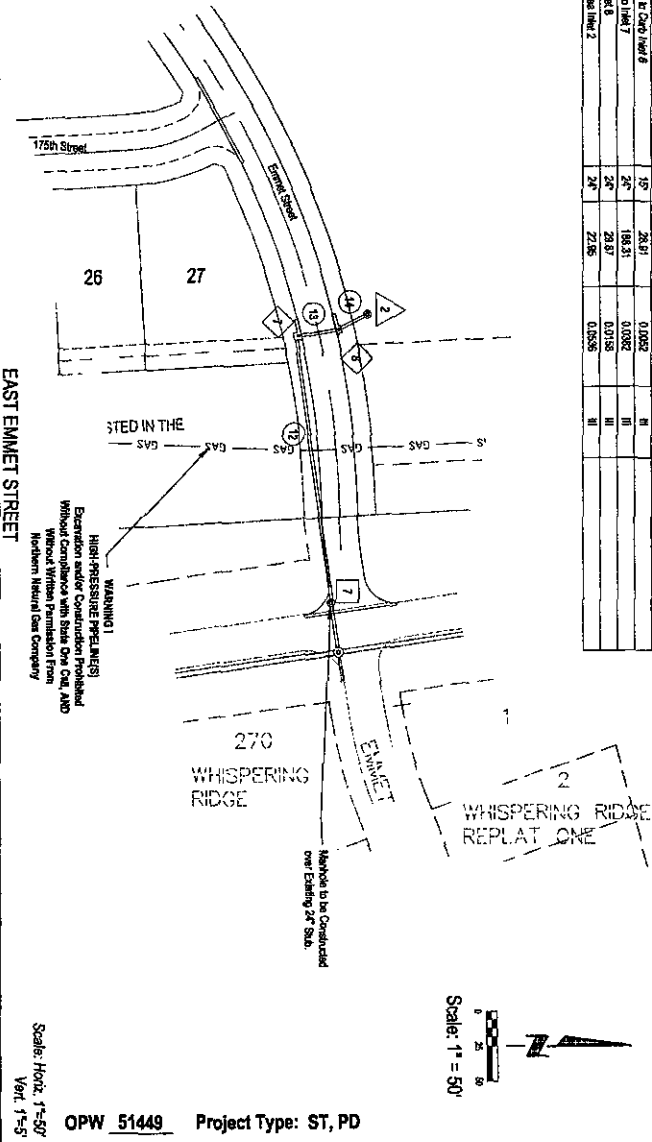


CONSTRUCT CURB INLET			
NO	STATIONING	PLAN	TOP OF CURB ELEV.
5	ST SEWER PAVEMENT SIDE DIST	LI 14	1186.28
6	ST SEWER PAVEMENT SIDE DIST	RI 14	1186.18

CONSTRUCT MANHOLE			
NO	STATIONING	PLAN	TOP OF INVERT ELEV.
8	ST SEWER PAVEMENT SIDE DIST	LI 13	1184.50(15)
9	ST SEWER PAVEMENT SIDE DIST	LI 14	1184.10(18)

CONSTRUCT AREA INLET			
NO	STATIONING	PLAN	THROAT ELEV.
2	ST SEWER PAVEMENT SIDE DIST	RI 35	1216.86
3	ST SEWER PAVEMENT SIDE DIST	RI 35	1216.86

CONSTRUCT REINFORCED CONCRETE PIPE			
NO	DESCRIPTION	SIZE	LENGTH
10	Manhole 8 to Catch Tank 5	18"	38.96
11	Catch Tank 5 to Catch Tank 6	18"	28.81
12	Manhole 7 to Inlet 7	24"	188.31
13	Inlet 7 to Manhole 8	24"	29.87
14	Inlet 8 to Manhole 2	24"	27.96



Proj No	2000.154.04
Date	01/09/2007
Designed By	TBM
Drawn By	ERC
Checked By	
Sheet	8 of 9



**STORM P&P
EMMET STREET**

WHISPERING RIDGE WEST
LOTS 1 THRU 58 INCLUSIVE &
OUTLOTS "A" THRU "D"
STORM SEWER SYSTEM - SECTION



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