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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
07/05/2012 10:54:10.00



2012065197

Return to: John Katelman, 1620 Dodge Street, Omaha, NE 68102

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this "Agreement") is made this 2nd day of July, 2012, by and between Ag Processing Inc a cooperative ("Grantor") and Country Life Insurance Company, an Illinois corporation ("Grantee").

RECITALS

Grantor is the owner of the approximately 1,013 square foot parcel of real estate depicted and legally described on the Easement Exhibit attached hereto, marked Exhibit A, and by this reference incorporated herein. Such parcel will be referred to herein as the "Easement Area."

59-42343 Grantee is the owner of Lot 1 ("Lot 1") and Outlot 1 ("Outlot 1"), West Dodge Office Park Replat, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska. Lot 1 has been developed and is used for commercial offices. Outlot 1 is improved with a street that provides access to Lot 1 from publicly dedicated West Dodge Road adjoining Outlot 1 on the south. Such street constructed on Outlot 1 encroaches on the Easement Area. Such street, including the Easement Area, will hereinafter be referred to as the "Street."

Grantor owns the undeveloped land located in the Southwest Quarter of Section 18, Township 15 North, Range 12 East of the 6th P.M. in Douglas County, Nebraska (except for the portion thereof consisting of dedicated Webster Street), which is situated between Outlot 1 and the subdivision known as AGP Plaza to the east and is approximately 496 feet wide from east to west. Such land will hereinafter be referred to as "Grantor's Undeveloped Parcel."

Grantee has requested that Grantor grant to Grantee a permanent nonexclusive easement appurtenant to Lot 1 and Outlot 1 for vehicular access to Lot 1 over and across the Easement Area, and Grantor is willing to grant such easement on the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee a nonexclusive, irrevocable permanent easement appurtenant to Lot 1 and Outlot 1 over and across the Easement

Area for ingress and egress to and from Lot 1. Said grant is without any warranty of title and is subject to all easements, agreements and conveyances of record. Grantor shall not obstruct the use of the Easement Area for ingress and egress.

2. **Maintenance of Easement Area.** Grantor shall have no obligation to maintain or repair the Easement Area. Grantee shall maintain and repair the Street improvements on the Easement Area at Grantee's sole expense.

3. **Modification of Easement Area.** The northern boundary line of the Easement Area is the southern boundary line of dedicated Webster Street. Use of a portion of dedicated Webster Street in conjunction with the Easement Area and the Street located on Outlot 1 is necessary for ingress and egress to and from Lot 1 at the entrance shown on Exhibit A. Therefore, if dedicated Webster Street is hereafter relocated such that it is no longer a public right-of-way useable for such access to Lot 1, Grantor agrees enter into an amendment to this Agreement to grant to Grantee such additional easement area as shown on Exhibit A to be covered by dedicated Webster Street.

4. **Cost Sharing Upon Use of Street by Grantor.** If Grantor hereafter develops Grantor's Undeveloped Parcel and desires to use the Street, Grantor shall notify Grantee in writing of Grantor's intention to use the Street, and thereafter Grantor shall be entitled to use the Street. At such time as Grantor begins to use the Street, Grantor shall share in all of the costs of repairs, maintenance and improvement of the Street, including but not limited to repaving and snow removal, incurred by Grantee. Grantor's share of such costs shall be the fraction the numerator of which is the square footage of floor area (not including basement areas) contained in buildings situated on Grantor's Undeveloped Parcel whose occupants have access to use the Street and the denominator of which is the total square footage of floor area (not including basement areas) contained in buildings situated on Lot 1 and on Grantor's Undeveloped Parcel. Grantor shall pay Grantor's share of such costs within thirty (30) days after receiving an invoice from Grantee setting forth such costs and Grantor's share thereof in reasonable detail. Grantor shall have the right to inspect Grantee's books and records pertaining to such costs at reasonable times upon request.

5. **Modification of Street to Accommodate Development of Grantor's Parcel.** If Grantor hereafter develops Grantor's Undeveloped Parcel and desires to modify the Street to accommodate such development, or must modify the Street in order to properly and safely accommodate the additional traffic generated by such development, Grantor and Grantee agree to cooperate reasonably with each other such that reasonable access to Lot 1 and the developed portion of Grantor's Undeveloped Parcel will be reasonably accommodated. If it is necessary in accordance with sound engineering practices to widen or otherwise improve the Street in order to properly and safely accommodate the additional traffic generated by the use of the Street by occupants of Grantor's Undeveloped Parcel and their employees and invitees, Grantor, at Grantor's sole expense, shall construct such improvements in a good and workmanlike manner in accordance with sound engineering practices and with as little interference with ingress and egress to and from Lot 1 as reasonably possible, and in all events to at all times maintain reasonable means on ingress and egress to and from Lot 1 and West Dodge Road. If the Street is widened, Grantor and Grantee shall grant to the other, as appropriate, easements to use any portion of the widened Street located on its land.

6. **Termination Upon Dedication of Street.** This Agreement shall terminate when and if the Street is dedicated to the City of Omaha for public use. Grantor and Grantee agree to dedicate their respective portions of the Street to the City at the City's request. However, any liability of Grantor or Grantee for costs incurred or occurrences prior to dedication of the Street shall survive termination of this Agreement.

7. **Covenants Run with the Land.** All the rights, benefits, covenants, obligations, burdens and easements set forth in this Agreement shall perpetually run with the land, and shall be binding upon, inure to the benefit of and be enforceable by Grantor and Grantee, as well as any subsequent persons or entities having or hereafter acquiring any right, title or interest in any portion of Lot 1, Outlot 1 or Grantor's Undeveloped Parcel and their respective grantees, transferees, heirs, legal representatives, successors and assigns. The rights and benefits granted herein to Grantor and Grantee and any persons or entities having or hereafter acquiring any right, title or interest in Lot 1, Outlot 1 or Grantor's Undeveloped Parcel shall also be exercisable by their respective tenants, guests and invitees.

8. **Termination of Covenant Liability.** Whenever a transfer of ownership of either Lot 1, Outlot 1, or Grantor's Undeveloped Parcel, or any portion thereof, takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates to the extent of the property transferred.

9. **Notices.** All notices, demands and requests required or permitted to be given by Grantor or Grantee to the other shall be in writing and shall be deemed given when either personally delivered, delivered by commercial delivery service which provides written evidence of delivery or mailed by certified mail, return receipt requested to the other party at the address hereinafter specified.

Notices to Grantor: Ag Processing Inc., a cooperative
Attn.: Legal Department
12700 West Dodge Road
Omaha, Nebraska 68154

Notices to Grantee: Country Life Insurance Company
1701 Towanda Avenue
Bloomington, Illinois 61701
Attention: General Counsel

If Grantor or Grantee, or any successor to Grantor or Grantee, desires to change the name or address for notices to such party, such party shall record a notice of change of name or address, or both, in the office of the Register of Deeds of Douglas County, Nebraska, setting forth the desired change, and shall also give notice thereof to the other party or its successors in the manner set forth in the first sentence of this section. Thereafter notices to that party shall be given as requested in that notice.

10. **No Interference.** The owners and occupants of Lot 1, Outlot 1 and Grantor's Undeveloped Parcel shall not permit parking of vehicles or any other obstruction on the Street that will interfere with the use of the Street for ingress and egress as contemplated by this Agreement.

STATE OF ILLINOIS IL)
) ss
COUNTY OF McLean)

The foregoing instrument was acknowledged before me this 2nd day of July, 2012, by Robert L. Sammer, Asst. Treasurer of Country Life Insurance Company, an Illinois corporation, on behalf of the corporation.

Jennifer Willard
Notary Public

My commission expires:

7-07-12



EASEMENT EXHIBIT

LEGAL DESCRIPTION

A permanent ingress egress easement over that part of the Southwest Quarter of the Southwest Quarter of Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:
 Commencing at a 5/8" rebar at the northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 18;

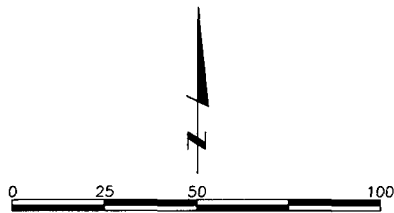
Thence South 02°28'52" East (bearings referenced to the Nebraska State Plane Coordinate System, NAD83) for 482.81 feet along the east line of the Southwest Quarter of the Southwest Quarter of said Section 18, said line also being the east line of Outlot 1, WEST DODGE OFFICE PARK REPLAT, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, to the south right of way line of Webster Street and the TRUE POINT OF BEGINNING;

Thence North 87°16'45" East for 17.28 feet along said south right of way line to the east back of curb of an existing drive;

Thence along said back of curb line the following 5 courses;

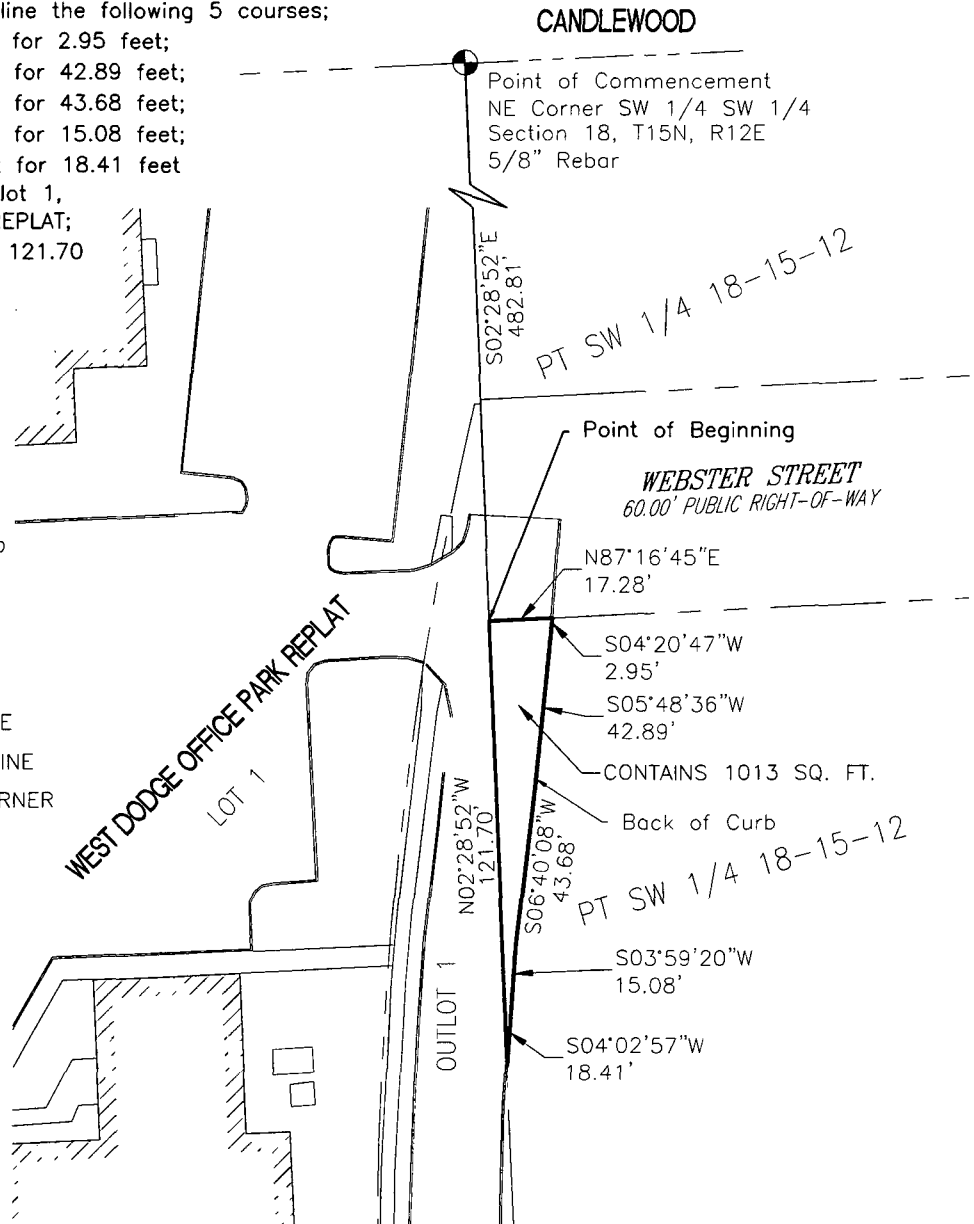
1. Thence South 04°20'47" West for 2.95 feet;
2. Thence South 05°48'36" West for 42.89 feet;
3. Thence South 06°40'08" West for 43.68 feet;
4. Thence South 03°59'20" West for 15.08 feet;
5. Thence South 04°02'57" West for 18.41 feet

to the east line of said Outlot 1, WEST DODGE OFFICE PARK REPLAT;
 Thence North 02°28'52" West for 121.70 feet to the Point of Beginning.
 Contains 1,013 square feet.



LEGEND

- SECTION LINE
- PROPERTY LINE
- SECTION CORNER
- BUILDING



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 Omaha, Nebraska 68154-2027 402.496.2730 | F
 www.LRA-Inc.com

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