



BK 1379 PG 665-670

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



MISC 2001 06294

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BKP 9.15.11 C/O _____ COMP _____
DEL _____ SCAN _____ FV _____

INGRESS, EGRESS AND ACCESS EASEMENT

THIS INGRESS, EGRESS AND ACCESS EASEMENT dated as of the 22nd day of February, 2001, by and between WESTSIDE BAPTIST CHURCH, a Nebraska nonprofit corporation ("Westside"), and TYRO FARMS, INC., a Nebraska corporation ("Tyro").

PRELIMINARY STATEMENT

Tyro is the record owner of a parcel of real estate legally described as follows:

Northwest Quarter of Section 9, Township 15 North, Range 11
East of the 6th P.M., Douglas County, Nebraska (the "Tyro Property").

Westside and Tyro have entered into a Purchase Agreement for a purchase for a portion of the Tyro Property legally described on Exhibit "A" attached hereto and incorporated herein by this reference, containing approximately fifty-nine (59) acres (the "Westside Property").

The Purchase Agreement obligates Tyro to grant and convey to Westside an easement for ingress, easement and access over a portion of Tyro's property for the purpose of providing vehicular and pedestrian access, ingress and egress between the adjacent public street (West Maple Road) and the Westside Property through access and a street to be constructed, maintained and repaired by Westside. In consideration of the closing and purchase of the Westside Property, Westside and Tyro have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement which is incorporated herein by this reference, and other consideration, the receipt and sufficiency of which is hereby acknowledged, Westside and Tyro agree as follows:

1. Ingress, Egress and Access Easement. Tyro hereby grants and conveys to Westside an easement over and upon the Tyro Property generally as shown on Exhibit "B"

Return to:

John Q. Bachman
GAINES, PANSING & HOGAN
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114

ZB/ALC

0151001959

annexed hereto, for purposes of vehicular and pedestrian ingress, egress, passage and traffic upon, over, across and through the designated street for the purpose of providing access between West Maple Road and the Westside Property (the "Easement"). The Easement shall also provide access to the remaining part of the Tyro Property and shall be used only in connection with the use of the remaining part of Tyro's Property and the Westside Property.

2. Term. The term of this Easement shall begin on the date hereof and shall continue until such time as the remaining portion of the Tyro Property is subdivided and developed in accordance with appropriate City of Omaha regulations. It is agreed and understood that at time of such development, and dedication of a public right-of-way generally in the area and vicinity of the Easement, the Easement shall terminate so long as continued appropriate access is provided to the Westside Property reasonably acceptable to Westside and generally in the location of the street as set forth on Exhibit "B". Westside agrees to cooperate with Tyro with respect to the public dedication and access for the Westside Property as a result of the development and subdivision of the remaining part of the Tyro Property.

3. Construction of Street. Westside agrees that it shall construct and complete the street and all related amenities, improvements and landscaping within the Easement at its sole cost and expense. From and after completion of the street, Westside shall at its sole cost and expense, repair, replace and maintain the street from time to time so as to maintain a level, smooth and evenly covered street with the type of materials originally used or such substitutes as will in all material respects be of equal quality, appearance and durability. Westside shall be solely responsible for the removal from the street of debris, ice, snow, refuse and other hazards to persons using such street and sweeping and cleaning the street as required. Any landscaping and grass areas within the Easement shall be maintained in good condition by Westside at its sole cost and expense.

4. Use of Street by Tyro. Tyro and Tyro's farm tenants, successors and assigns shall have a nonexclusive, free and unimpeded use of the street.

5. Insurance. Westside shall maintain comprehensive public liability insurance for the Easement, in amounts not to exceed One Million and no/100 Dollars (\$1,000,000) single limit coverage and to the limit of not less than Five Hundred Thousand and no/100 Dollars (\$500,000) for property damage. Tyro shall be named as an additional insured under any policy of insurance. At the request of Tyro, Westside shall provide an appropriate certificate of insurance evidencing such insurance coverage to Tyro.


6. No Dedication. Nothing contained in this Agreement will be deemed to constitute a gift, grant or dedication of any portion of the Easement to the general public or for any public purpose whatsoever, it being the intention that this Easement will be strictly limited, in accordance with the terms hereof, to the use of Westside and Tyro and to the respective invitees, agents, contractors, successors and assigns.

7. Amendment and Termination. Except as provided herein, this Agreement and any provision herein contained may be amended solely by the written consent of the respective owners of the remaining part of the Tyro Property and the Westside Property.

8. Notices. All notices, statements, demands, approvals or other communication given pursuant to this Agreement will be in writing and will be delivered in person, by certified or registered mail, postage prepaid, or by recognized courier service to the owners of the properties affected at the address on file with the office of the Douglas County Register of Deeds for the owners of the respective properties. All such notices which are mailed shall be deemed delivered on the third day after postmark unless delivered sooner.

9. Miscellaneous. This Agreement will be binding upon Westside and Tyro and their respective successors, assigns and beneficiaries. The invalidity or unenforceability of any provision herein shall in no way affect the validity of the remaining provisions of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

WESTSIDE BAPTIST CHURCH, a Nebraska
nonprofit corporation

By:  _____

TYRO FARMS, INC., a Nebraska corporation

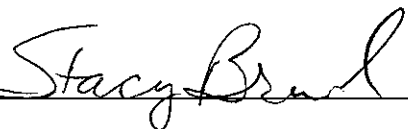
By:  _____

EXHIBIT "A"

LEGAL DESCRIPTION

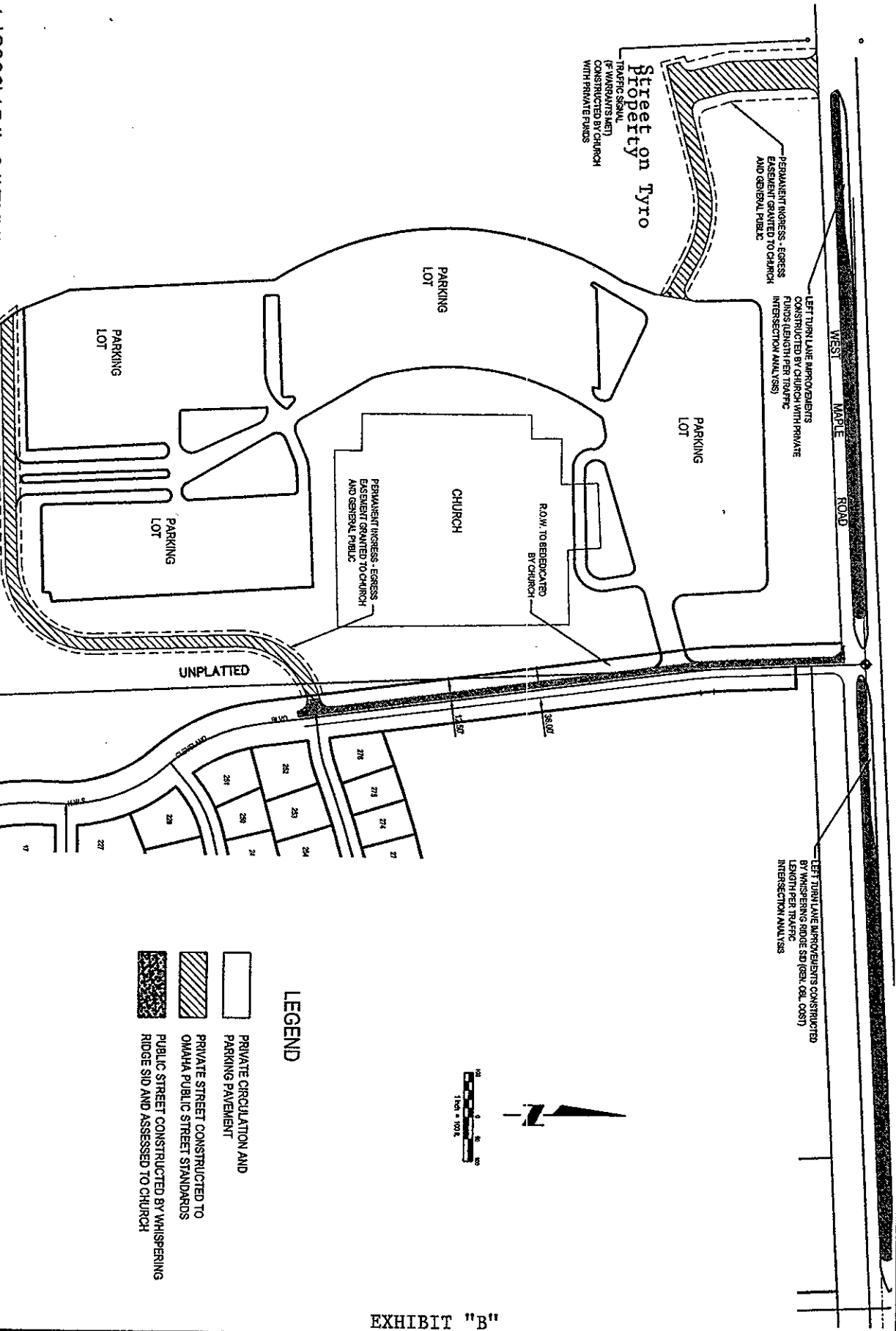
A TRACT OF LAND LOCATED IN PART OF THE EAST 1/2 OF THE NW1/4 OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 11 EAST, OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW1/4 OF SECTION 9; THENCE S02°35'13"E (ASSUMED BEARING), ALONG THE EAST LINE OF SAID NW1/4 OF SECTION 9, SAID LINE ALSO BEING THE WEST LINE OF THE NE1/4 OF SAID 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 NW1/4 OF SECTION 9, SAID LINE ALSO BEING SAID WEST LINE OF THE NE1/4 OF SECTION 9, A DISTANCE OF 2492.45 FEET TO THE SOUTHEAST CORNER OF SAID NW1/4 OF SECTION 9; THENCE S87°56'23"W ALONG THE NORTH LINE OF THE SW1/4 OF SAID SECTION 9, SAID LINE ALSO BEING THE SOUTH LINE OF SAID NW1/4 OF SECTION 9, A DISTANCE OF 1054.04 FEET; THENCE N02°35'13"W, A DISTANCE OF 2491.67 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 N07°05'04"E, A DISTANCE OF 315.52 FEET; THENCE S83°13'48"E, A DISTANCE OF 385.51 FEET; THENCE N79°09'24"E, A DISTANCE OF 361.85 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 2,607,884 SQUARE FEET OR 59.869 ACRES MORE OR LESS.

NE NW
SE NW

projects\2000\154\h01\EXHIBIT.D DWG 01/22/2001 04:47:29 PM UNTRV/R/C/and/HR330 (Ella Room)



LEGEND




-  PRIVATE CIRCULATION AND PARKING PAVEMENT
-  PRIVATE STREET CONSTRUCTED TO OMAHA PUBLIC STREET STANDARDS
-  PUBLIC STREET CONSTRUCTED BY WHISPERING RIDGE SD AND ASSESSED TO CHURCH

EXHIBIT "B"

PROJECT NO.	2000-154
DATE	01/22/2001
BY	HR330
CHECKED BY	
SCALE	AS SHOWN
DATE	01/22/2001
PROJECT NO.	2000-154
DATE	01/22/2001
BY	HR330
CHECKED BY	
SCALE	AS SHOWN
DATE	01/22/2001

EXHIBIT "D"
STREET IMPROVEMENTS

WESTSIDE CHURCH
DODD COUNTY, NEBRASKA



1300 O STREET
OMAHA, NE 68102
PHONE: (402) 895-6700
FAX: (402) 895-3592

E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

7300 SOUTH 25TH STREET, SUITE D
LINCOLN, NE 68506-0947
PHONE: (402) 439-7210
FAX: (402) 439-7214