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LANCASTER COUNTY, NE

PUBLIC ACCESS EASEMENT AGREEMENT

This Public Access Easement Agreement ("Agreement") is made and entered into as of this 11th day of July, 2003, by and between **JTS Enterprises, LLC**, a Nebraska limited liability company ("JTS") and **Pinedolf Properties LLC**, a Nebraska limited liability company ("Pinedolf").

WHEREAS, JTS is the owner of Lot 3, Horizon Business Center 3rd Addition, Lincoln, Lancaster County, Nebraska; and

WHEREAS, Pinedolf is the owner of Lot 4, Horizon Business Center 3rd Addition, Lincoln, Lancaster County, Nebraska; and

WHEREAS, Lots 3 and 4, Horizon Business Center 3rd Addition, Lincoln, Lancaster County, Nebraska, are hereinafter referred to collectively as the "Lots" and individually as a "Lot"; and

WHEREAS, the record owner of a Lot shall hereinafter be referred to as a "Lot Owner" and the record owners of the Lots shall hereinafter be referred to as the "Lot Owners";

WHEREAS, JTS and Pinedolf desires an east/west public access drive to be located along the common boundary line between the Lots, as shown on Exhibit "A", which is attached hereto and incorporated herein by this reference ("Public Access Drive"), providing the Lots access to South 13th Street; and

WHEREAS, JTS and Pinedolf desire to grant each other an access easement for the use of the Public Access Drive and to set forth their agreement regarding the maintenance of the Public Access Drive.

NOW THEREFORE, in consideration of the above and the covenants and conditions contained herein, the parties agree as follows:

1. Grant of Easement. JTS and Pinedolf hereby grant to each other for their mutual benefit and the benefit of their successors and assigns, tenants, visitors, invitees, licensees, permittees, and the public, a permanent nonexclusive easement on and over the Public Access Drive for the purpose of providing access from the Lots to and from South 13th Street. The sole rights granted herein are the rights to use the Public Access Drive for the purpose of gaining access to and from South 13th Street in a reasonable manner.

Sacrest & Kalkowski

2. Repair and Maintenance. The Lot Owner(s) of Lot 3 and 4 respectively shall each be responsible for and shall pay one-half (1/2) of all costs and expenses of insuring, maintaining, repairing, reconstructing and replacing any portion of the Public Access Drive in a commercially reasonable manner. If a Lot Owner ("Notifying Lot Owner") determines, based upon a standard of commercial reasonableness, that all or a portion of the Public Access Drive is in need of maintenance, repair, reconstruction or replacement the Notifying Lot Owner shall provide a written request to all other Lot Owners. If, within thirty (30) days of receipt of notice, the other Lot Owners agree in writing to have the work completed as requested, the Notifying Lot Owner shall diligently and with reasonable dispatch take all steps to contract for all work required to complete such work as agreed with all Lot Owners paying their respective share of the total costs. If the other Lot Owners fail to respond within thirty (30) days of receiving the notice, the Notifying Lot Owner shall have the authority to complete the work requested at the Notifying Lot Owners cost and expense subject to the provisions below.

Any Notifying Lot Owner who has performed maintenance, repair, reconstruction, or replacement on all or any portion of the Public Access Drive in a commercially reasonable manner and in accordance with this provision may, within a reasonable time after the completion of such work, submit to the other Lot Owners a written invoice for such work with supporting documentation of such costs. The Lot Owner(s) of each Lot shall pay their respective share (based on the total square feet in each Lot) of all reasonable costs, expenses and charges attributable to the Lot within thirty (30) days of receipt of the written invoice and supporting documentation. The amount of the written invoice, when filed with the Register of Deeds of Lancaster County, shall be a charge on the respective Lots and shall be a continuing lien on the Lot until paid. Any invoice not paid within thirty (30) days after receipt shall bear interest from the due date at the rate of sixteen percent (16%) per annum or the maximum rate allowed by law, whichever is greater. The Notifying Lot Owner who performed the work represented by the invoice, may bring an action at law against any Lot Owner or foreclose the lien against the Lot subject thereto.

3. Indemnification and Hold Harmless. Each Lot Owner shall be liable to the other Lot Owners for any damage due to the use of the Public Access Drive by such party, its employees, invitees, agents, successors, or assigns. Each Lot Owner shall indemnify and save harmless the owner(s) of the remaining Lots from all claims, liens, damages and expenses, including reasonable attorney's fees, arising out of its failure to insure, maintain, repair or replace that portion of the Public Access Drive located upon such Lot Owner's Lot.

4. Binding. This Agreement shall be binding upon the parties hereto and shall be appurtenant to and run with Lots.

5. Modification. This Agreement shall not be released, terminated, revoked, amended or modified in any manner, without the express written consent of the Lot Owners.

6. Authority. The undersigned parties hereby covenant that they have the power and authority to enter into this Agreement, and that all necessary corporate action has been taken to approve this Agreement.

JTS Enterprises, LLC a Nebraska limited liability company

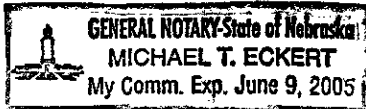
By: [Signature]
John F. Schleich, Member

Pinedolf Properties LLC, a Nebraska limited liability company

By: [Signature]
Title: Pres

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

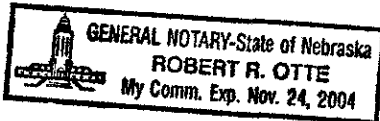
The foregoing instrument was acknowledged before me this 11 day of July, 2003, by John F. Schleich, Member of **JTS Enterprises, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17 day of July, 2003, by Charles R. Sahn, Manager of **Pinedolf Properties LLC**, a Nebraska limited liability company, on behalf of the limited liability company.



[Signature]
Notary Public

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**LEGAL DESCRIPTION
PUBLIC ACCESS EASEMENT**

A LEGAL DESCRIPTION FOR PUBLIC ACCESS EASEMENT PURPOSES FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 3 AND 4 HORIZON BUSINESS CENTER 3RD ADDITION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 3, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 54 MINUTES 27 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 50.00 FEET TO A POINT, THENCE SOUTH 00 DEGREES 05 MINUTES 33 SECONDS EAST ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4, A DISTANCE OF 12.50 FEET TO A POINT, SAID POINT BEING **THE TRUE POINT OF BEGINNING**, THENCE SOUTH 89 DEGREES 54 MINUTES 27 SECONDS WEST ALONG A LINE 12.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 139.80 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 60.00 FEET, ARC LENGTH OF 30.28 FEET, DELTA ANGLE OF 28 DEGREES 54 MINUTES 46 SECONDS, A CHORD BEARING OF NORTH 75 DEGREES 38 MINUTES 10 SECONDS WEST, AND A CHORD LENGTH OF 29.96 FEET TO A POINT OF REVERSE CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 20.00 FEET, ARC LENGTH OF 10.13 FEET, DELTA ANGLE OF 29 DEGREES 00 MINUTES 32 SECONDS, A CHORD BEARING OF NORTH 75 DEGREES 41 MINUTES 04 SECONDS WEST, AND A CHORD LENGTH OF 10.02 FEET TO A POINT, THENCE NORTH 89 DEGREES 48 MINUTES 40 SECONDS EAST ALONG A LINE 12.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4, SAID LINE BEING THE SOUTH LINE OF LOT 1 HORIZON BUSINESS CENTER 3RD ADDITION, A DISTANCE OF 17.04 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 3, THENCE NORTH 00 DEGREES 05 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3 AND ITS EXTENSION, A DISTANCE OF 15.00 FEET TO A POINT, THENCE NORTH 89 DEGREES 54 MINUTES 27 SECONDS EAST ALONG A LINE 12.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 161.46 FEET TO A POINT, THENCE SOUTH 00 DEGREES 05 MINUTES 33 SECONDS EAST ALONG A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 4,047.47 SQUARE FEET OR 0.0929 ACRES, MORE OR LESS.

SOUTH 13TH STREET

LOT 1

N00°05'33"W
15.00'
N89°48'40"E
17.04'

LOT 3

S00°05'33"E
25.00'
N89°54'27"E
161.46'

PUBLIC ACCESS
EASEMENT

139.80'
S89°54'27"W

S89°54'27"W
50.00'
12.50'
P.O.B.

P.O.C.

50'

SOUTH 14TH STREET



SCALE: 1"=50'

HORIZON BUSINESS CENTER

LOT 4

3RD ADDITION

CURVE DATA

(A) Δ=28°54'46"	(B) Δ=29°00'32"
R=60.00	R=20.00
L=30.28	L=10.13
T=15.47	T=5.17
C=29.96	C=10.02
CB=N75°38'10"W	CB=N75°41'04"W

50'

50'

GARRET LANE