

Dan Galt

REGISTER OF DEEDS

2002 MAY 24 P 1:03

LANCASTER COUNTY, NE

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INST NO 2002

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**STORM SEWER EASEMENT**

This Storm Sewer Easement Agreement is made effective as of the \_\_\_\_ day of May, 2002, by and between (i) as grantor, **South Industrial Park LLC**, a Nebraska limited liability company, and **Security Financial Life Insurance Co.**, a Nebraska corporation, as tenants in common (collectively, "Grantor") and (ii) as grantee, **Horizon Business Center Association, Inc.**, a Nebraska nonprofit corporation (the "Association").

**RECITALS**

WHEREAS, Grantor is the owner of the following described property (the "Parcel"):

Lots 10 and 11, Block 1, and Outlot "A", Horizon Business Center Addition,  
Lincoln, Lancaster County, Nebraska;

WHEREAS, restrictive covenants were filed on real estate comprising Horizon Business Center Addition ("Property", as defined in the Restrictive Covenants) with the Lancaster County Register of Deeds on September 7, 2000 as Instrument No. 2000-038888 (the "Restrictive Covenants"), and the Property includes the Parcel;

WHEREAS, the Association has been incorporated in Nebraska for the purposes of enforcing the Restrictive Covenants and administering and maintaining areas designated for the common or joint use and benefit of the members of the Association, their employees, invitees, agents, and customers (and, in the case of the private roadways, the public), which areas shall include but not be limited to the storm sewer lines that are the subject of this easement.

WHEREAS, a storm sewer line exists, and a storm sewer easement, as shown on Exhibit "A" and as legally described on Exhibit "B" is in the best interest of the Association in order to provide for drainage within the Property;

NOW, THEREFORE, in consideration of and incorporating the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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## TERMS


1. Grant of Storm Sewer Easement. Grantor hereby grants to the Association a storm sewer easement on those portions of the Parcel shown as "proposed storm sewer easement" on Exhibit "A" and as legally described in Exhibit "B" ("Storm Sewer Easement").
2. Purpose of Easement. The easement established by this instrument is for the purpose of locating, establishing, and maintaining a storm sewer line under and across the Parcel.
3. Run with the Land. The easement granted herein shall run with the land and shall inure to the benefit of the Association, its members, employees, invitees, agents, customers, successors and assigns in perpetuity, unless terminated pursuant to Section 8 of this instrument.
4. Construction on easement. No improvement may be constructed within the location of this Storm Sewer Easement, consistent with the restrictions set forth in Section 8.3 of the Restrictive Covenants except, notwithstanding the foregoing, the Lot Owner of Lot 11 shall have the right to locate, build and maintain a parking lot and landscaping within, over and upon the easement. Additionally, the Lot Owner of Lot 11 may at its own cost cause the location of the easement to be moved to a location closer to the west Lot line upon the prior written approval of Association, which approval shall not be unreasonably withheld.
5. Right of Entry to Maintain. The easement granted herein shall permit the Association, its agents, employees, and contractors, with the necessary equipment, to enter upon and have access to the Parcel for the express purpose of conducting any necessary or appropriate maintenance, repair, construction or replacement work.
6. Costs of Maintenance. Except for the cost of moving the location of the easement as described in Section 4 above, all costs of repair, maintenance, replacement, and restoration of the storm sewer line and property impacted thereby shall be borne by the Association. Specifically, any damage to the parking lot or landscaping of Lot 11 done as a result of said repair, maintenance, replacement, and/or restoration of the storm sewer line shall be repaired, replaced or restored generally to the same condition as existing before the work was commenced. Further, any damage to Lot 11 or the improvements thereon resulting from existence of the storm sewer line on the property, the storm sewer line itself or the failure to repair, maintain, replace or restore the storm sewer line shall be borne by the Association. Any work to be completed on about or within the easement or the storm sewer line shall be done in the most expedient fashion and, unless an emergency exists, only with reasonable notice to the Lot Owner.
7. Exhibits. The Exhibits A and B attached hereto are incorporated herein by this reference.
8. Termination. This Easement may be terminated by an agreement in writing executed by the Owners of the real estate comprising the Parcel and by the Association.
9. Definitions. Unless otherwise defined herein, capitalized terms used in this instrument shall have the meanings ascribed to them in the Restrictive Covenants.

\*\*\*\*\*SIGNATURE PAGES FOLLOW\*\*\*\*\*

**GRANTOR**

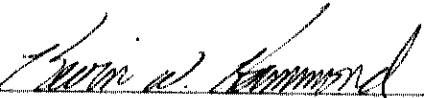
SOUTH INDUSTRIAL PARK, LLC, a Nebraska  
limited liability company


By: Meadow Green LLC, Manager

By:   
Donald W. Linscott, member

**GRANTOR**

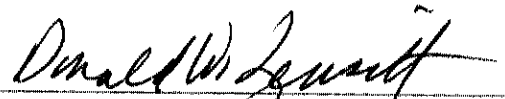
SECURITY FINANCIAL LIFE INSURANCE CO.,  
a Nebraska corporation

By:   
Kevin W. Hammond,  
Vice President, Chief Investment Officer

By:   
William R. Schmeeckle,  
Vice President, Chief Financial Officer

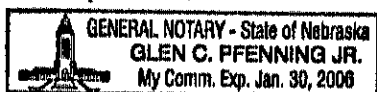
**GRANTEE**

HORIZON BUSINESS CENTER ASSOCIATION, INC.,  
a Nebraska nonprofit corporation

By:   
Donald W. Linscott, President

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER                )

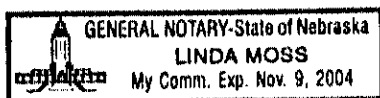
The foregoing instrument was acknowledged before me this 22 day of May, 2002 by Donald W. Linscott, member of **Meadow Green LLC**, a Nebraska limited liability company that is Manager of **South Industrial Park, LLC**, a Nebraska limited liability company, on behalf of both such companies; and by Donald W. Linscott, President of **Horizon Business Center Association, Inc.**, a Nebraska nonprofit corporation, on behalf of the corporation.



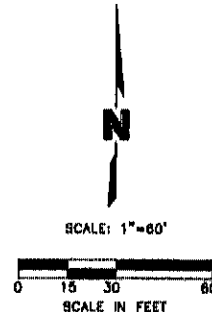
Glen C Pfennig Jr.  
Notary Public

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER                )

The foregoing instrument was acknowledged before me this 22 day of May, 2002 by Kevin W. Hammond, Vice President and Chief Investment Officer, and William R. Schmeeckle, Vice President and Chief Financial Officer, of **Security Financial Life Insurance Co.**, a Nebraska corporation, on behalf of the corporation.



Linda Moss  
Notary Public



**OLSSON ASSOCIATES**  
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS  
1111 LINCOLN HALL - LINCOLN, NEBRASKA 68506  
PH. 402-474-8311 - FAX 402-474-5160

## EXHIBIT "B"

### LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR STORM SEWER EASEMENT PURPOSES FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 10, 11 AND OUTLOT 'A', HORIZON BUSINESS CENTER ADDITION LOCATED IN THE NORTHEAST QUARTER (NE4) OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 6 EAST, OF THE 6<sup>TH</sup> P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 11, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 10, THENCE ALONG THE WEST LINE OF SAID LOT 11, SAID LINE BEING THE EAST LINE OF SAID LOT 10, ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 02 MINUTES 45 SECONDS EAST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG A LINE THAT IS 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 11, SAID LINE BEING THE SOUTH LINE OF A PUBLIC ACCESS AND UTILITY EASEMENT AS REFERRED TO IN INST. NO. 00-33797, LANCASTER COUNTY RECORDS, A DISTANCE OF 18.60 FEET; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 140.00 FEET, AN ARC LENGTH OF 124.55 FEET, DELTA ANGLE OF 50 DEGREES 58 MINUTES 26 SECONDS, A CHORD BEARING OF SOUTH 25 DEGREES 31 MINUTES 58 SECONDS EAST AND A CHORD LENGTH OF 120.49 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 45 SECONDS EAST, ALONG A LINE THAT IS 70.45 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 11, A DISTANCE OF 306.24 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS WEST, ALONG A LINE THAT IS 42.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 11, SAID LINE BEING THE NORTH LINE OF OUTLOT 'A', A DISTANCE OF 30.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 45 SECONDS WEST ALONG A LINE THAT IS 40.45 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 11, A DISTANCE OF 306.245 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 156.26 FEET, A DELTA ANGLE OF 81 DEGREES 23 MINUTES 25 SECONDS, A CHORD BEARING OF NORTH 40 DEGREES 44 MINUTES 28 SECONDS WEST AND A CHORD DISTANCE OF 143.45 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG A LINE THAT IS 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 10, SAID LINE BEING THE SOUTH LINE OF A PUBLIC ACCESS AND UTILITY EASEMENT AS REFERRED TO IN INST. NO. 00-33797, LANCASTER COUNTY RECORDS, A DISTANCE OF 53.08 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 13,210.13 SQUARE FEET, MORE OR LESS.