

FILED SARPY CO. NE
INSTRUMENT NUMBER
2008-11903

Register of Deeds use

2008 AP 30 AM 8:07

Glenn J. Dowling

REGISTER OF DEEDS

COUNTER UD C.E. D
VERIFY D D.E. P
PROOF _____
FEES \$ 51.50
CHECK # LM
CHG. CAS CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

CROSS-EASEMENTS AGREEMENT

THIS CROSS-EASEMENTS AGREEMENT (“**this Agreement**”) is entered into by and between **PINK FAMILY INVESTMENTS, L.L.C.**, a Nebraska Limited Liability Company (hereinafter referred to as “**PINK**”), and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as “**the NRD**”).

WHEREAS, **PINK** is the owner of all or part of Pink Industrial Park 2, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (hereinafter referred to as “**Pink Industrial Park 2**”); and,

WHEREAS, a Purchase Agreement (“**the Purchase Agreement**”) between the parties, dated 4/9/08, 2008, provided for the NRD’s purchase from **PINK** of Outlot A of Pink Industrial Park 2 (hereinafter referred to as “**Outlot A**”); and,

RETURN TO:
CRESTE TITLE & ESCROW
1913 FARNAM ST., SUITE 'A'
OMAHA, NE 68102

07105149
EXHIBIT “A”

A

WHEREAS, the Purchase Agreement further provided that the parties would execute and deliver to each other certain easements over portions of Pink Industrial Park 2; and,

NOW, THEREFORE, for and consideration of the Purchase Agreement, and the additional promises and covenants hereinafter set forth, the parties hereto do hereby grant easements to each other as follows, to-wit:

PERMANENT EMERGENCY/AUXILLARY SPILLWAY EASEMENT

WHEREAS, the NRD expects to design, construct, operate and maintain a flood control dam ("the **Dam**") on Outlot A and other lands, the Dam to result in a reservoir ("the **Reservoir**") on Outlot A and other lands, having a permanent pool designed to impound or detain flood waters and sediment; and,

WHEREAS, a portion of the emergency/auxillary spillway of the Dam will be located on a portion of Lot 6, Pink Industrial Park 2 (hereinafter referred to as "**Lot 6**"),

THEREFORE, PINK hereby grants to the NRD, and its successors and assigns, the permanent easement right to construct, operate, maintain, repair, modify and replace a portion of the emergency/auxillary spillway improvements associated with the Dam, consisting of a portion of the spillway's outer sideslope, a portion of a diversion berm or swale at the top of the sideslope, and possibly a portion of the floor of the spillway, in, on, over and across the portion of Lot 6 described and depicted in the legal description attached hereto as **Exhibit "1"** and incorporated herein by reference, such easement to also allow the NRD the right to periodically flow Reservoir waters and sediment through and upon, and thereby periodically inundate, such portion of Lot 6.

PERMANENT EASEMENT FOR INGRESS AND EGRESS

PINK hereby grants to the NRD a permanent easement in, on, over and through twenty feet (N20') of Lot 4, Pink Industrial Park 2 (hereinafter

OMAHA NE 68108
STATE OF NEBRASKA
COUNTY OF SARASOTA
RECORDED
10/11/2011 10:02 AM

referred to as “**Lot 4**”), such portion of Lot 4 being described and depicted in the legal description and diagram attached hereto as **Exhibit “2”** and incorporated herein by reference, such easement allowing the NRD and its successors and assigns to permanently use such portion of Lot 4 for pedestrian and vehicular ingress and egress between Outlot A and public road rights-of-way in Pink Industrial Park 2.

TEMPORARY EASEMENT FOR SILT DETENTION BASIN

The NRD hereby grants to PINK a non-exclusive and temporary easement in, on, over and across the portion of Outlot A that is depicted and referred to as “Sediment Basin No. 2” in the plat of Pink Industrial Park 2 attached hereto as **Exhibit “3”** and incorporated herein by reference, such easement allowing PINK and its successors and assigns to use such portion of Outlot A for construction, operation, maintenance, repair and replacement of an excavated silt detention basin (“**the Silt Detention Basin**”) to detain water-borne sediments, such easement to terminate upon (a) the completion of development of Pink Industrial Park 2 or (b), on commencement of construction of the Dam or other public use by the NRD of Outlot A, or (c) on June 29, 2013, whichever shall first occur. Upon termination of such easement PINK, at its own expense, shall promptly restore the surface of Outlot A to the contours and with the ground cover existing as of the date of this Agreement.

PERMANENT EASEMENT FOR STORM SEWER AND OUTFALL

The NRD hereby grants to PINK, and its successors and assigns, a permanent easement in, on, over, under and across the north twenty feet (N20’) of Outlot A, such easement allowing PINK and its successors and assigns to permanently use such land for the purpose of construction, operation, maintenance, repair and replacement of a storm sewer pipe (“**the Storm Sewer**”), having the purpose of conveying waters and water-borne sediments to the unnamed tributary of the South Papillion Creek that runs along part of the

C

northerly margin of Outlot A, including, without limitation, a storm sewer pipe running from the Silt Detention Basin into said unnamed tributary, and temporary storm sewer connections to the Silt Detention Basin.

TEMPORARY CONSTRUCTION EASEMENT

The NRD hereby grants to PINK a temporary, non-exclusive easement in, on, over, under and across Outlot A, such easement allowing PINK and its successors and assigns to use Outlot A for ingress and egress or any other reasonable and lawful purpose that may be necessary or convenient during the construction, reconstruction, operation and maintenance of the Silt Detention Basin and the Storm Sewer, such easement to terminate (a) on the completion of development of Pink Industrial Park 2, (b) on commencement of construction of the Dam or other public use by the NRD of Outlot A, or (c) on June 29, 2013, whichever shall first occur. PINK agrees to not excavate or fill on the NRD Property, or construct or install thereon any fixtures or structures, except as may be permitted by other easements herein granted by the NRD. Upon termination of such easement, PINK, at its own expense and inasmuch as physically feasible, shall promptly restore the surface of Outlot A to the contours and with the ground cover existing as of the date of this Agreement.

ADDITIONAL PROVISIONS

The parties hereby further agree as follows:

1. With the assistance of a professional engineer, PINK shall prepare written plans and specifications for the Silt Detention Basin and the Storm Sewer. Prior to commencing any construction or reconstruction thereof, PINK shall submit such plans and specifications to the NRD, and obtain the NRD'S written approval of such plans and specifications by the NRD, such approval to not be withheld or delayed unreasonably.

2. The Silt Detention Basin and the Storm Sewer shall be designed in accordance with generally-accepted engineering practices and shall be constructed, reconstructed, operated and maintained by PINK, as built, in a good and workmanlike manner, in substantial conformance with the NRD-approved plans and specifications

3. PINK shall not transport earthen materials onto Outlot A without the prior written consent of the NRD. PINK shall transport from Outlot A, and not leave or permanently stock-pile thereon, any surplus excavated earthen materials resulting from its operations, except those resulting from the construction, operation or maintenance of the Silt Detention Basin or Storm Sewer.

4. Within a reasonable time after completion of construction or any reconstruction of the Silt Detention Basin and/or Storm Sewer, PINK shall restore the ground cover on all areas of Outlot A disturbed during such activity to approximately the condition of such areas as they existed immediately prior to the commencement of such work, and leave Outlot A in a safe condition.

5. Within a reasonable time after completion of construction or any reconstruction of the portion of the emergency/auxillary spillway of the Dam that will be located on a portion of Lot 6, and within a reasonable time after utilization of a portion of Lot 4 for ingress or egress, the NRD shall restore the ground cover on all areas of said lots disturbed during such activity and leave the same in a safe condition.

6. The easements herein provided shall run with the land and shall be binding upon and inure to the benefit of the parties to this instrument and their respective heirs, successors and assigns.

7. This Agreement contains the entire agreement between the parties; and, each of the parties agrees that neither the other party, nor any officers, agents or employees of the other party, have made any representations or

E

promises with respect to or affecting this Agreement not expressly contained herein.

8. The consideration stated herein shall constitute payment in full for all damages sustained by a party and its successors and assigns by reason of the exercise by the other party of any of the rights or privileges herein expressly granted or reasonably implied.

9. Time is of the essence of this Agreement.

10. Whenever this Agreement calls for the approval of the NRD, such approval may be granted by the General Manager or Assistant General Manager of the NRD.

11. Whenever this Agreement calls for the approval of PINK, such approval may be granted by PINK'S Manager, or the successor thereto.

12. This Agreement shall be effective upon its complete execution by both of the parties.

THIS CROSS-EASEMENTS AGREEMENT is executed by PINK on this 28 day of APRIL, 2008.

PINK FAMILY INVESTMENTS, L.L.C., a
Nebraska Limited Liability Company

By 
GARY L. PINK, Manager

THIS CROSS-EASEMENTS AGREEMENT is executed by the NRD on this 9 day of April, 2008.

F

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By John Winkler
JOHN WINKLER, General Manager

STATE OF NEBRASKA)
 Jm) ss.
COUNTY OF *Sarpy*)
 Douglas)

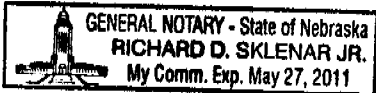
The foregoing instrument was acknowledged before me on this 28 day of April, 2008, by GARY L. PINK, Manager of PINK FAMILY INVESTMENTS, L.L.C., a Nebraska Limited Liability Company, for and on behalf of such limited liability company.



Lois L. Mayabb
Notary Public

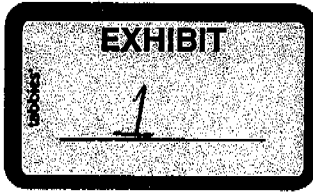
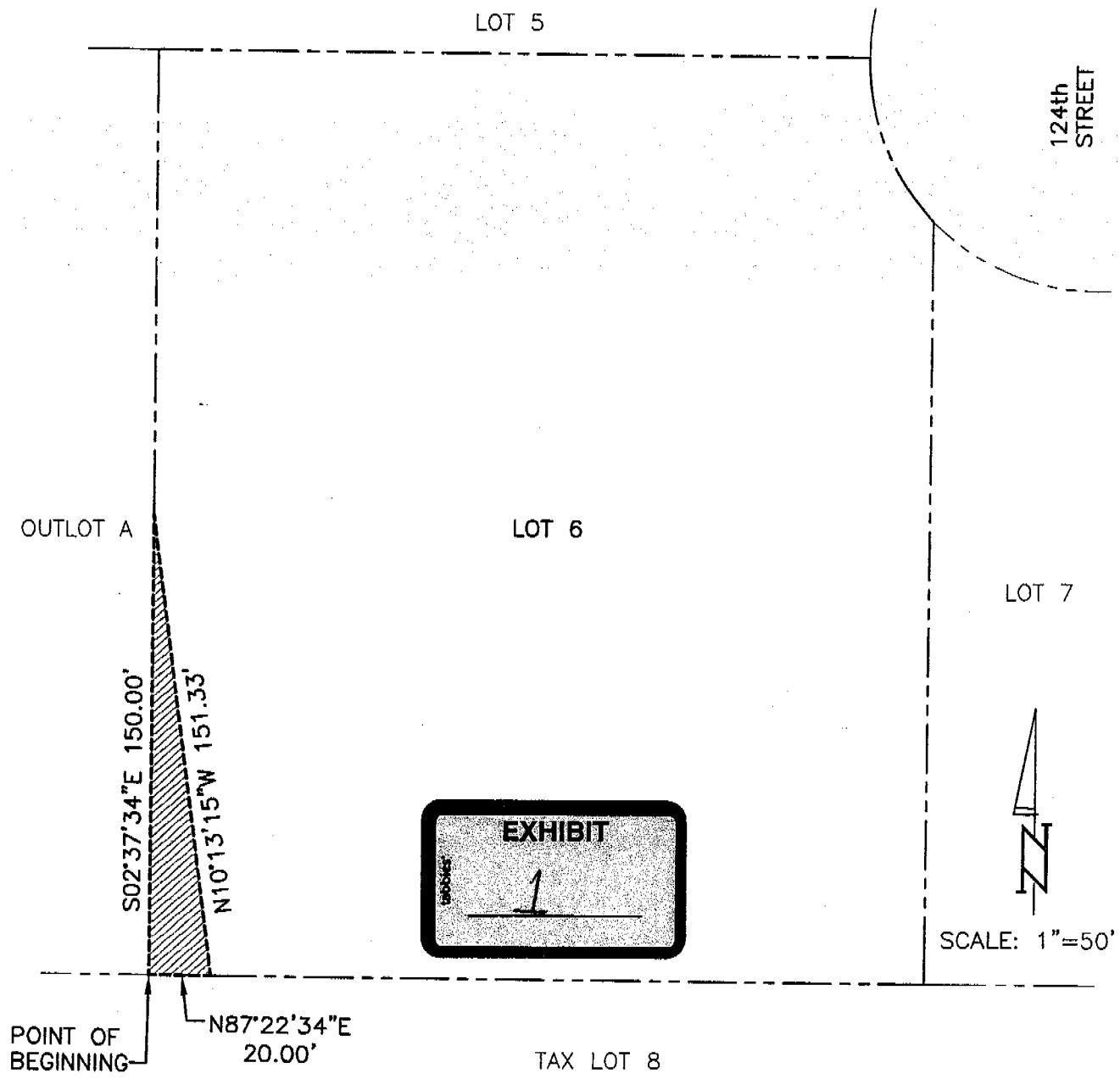
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me on this 9th day of April, 2008, by JOHN WINKLER, General Manager of Papio-Missouri River Natural Resources District, for and on behalf of such district.



Richard D. Sklenar Jr.
Notary Public

6



SCALE: 1"=50'

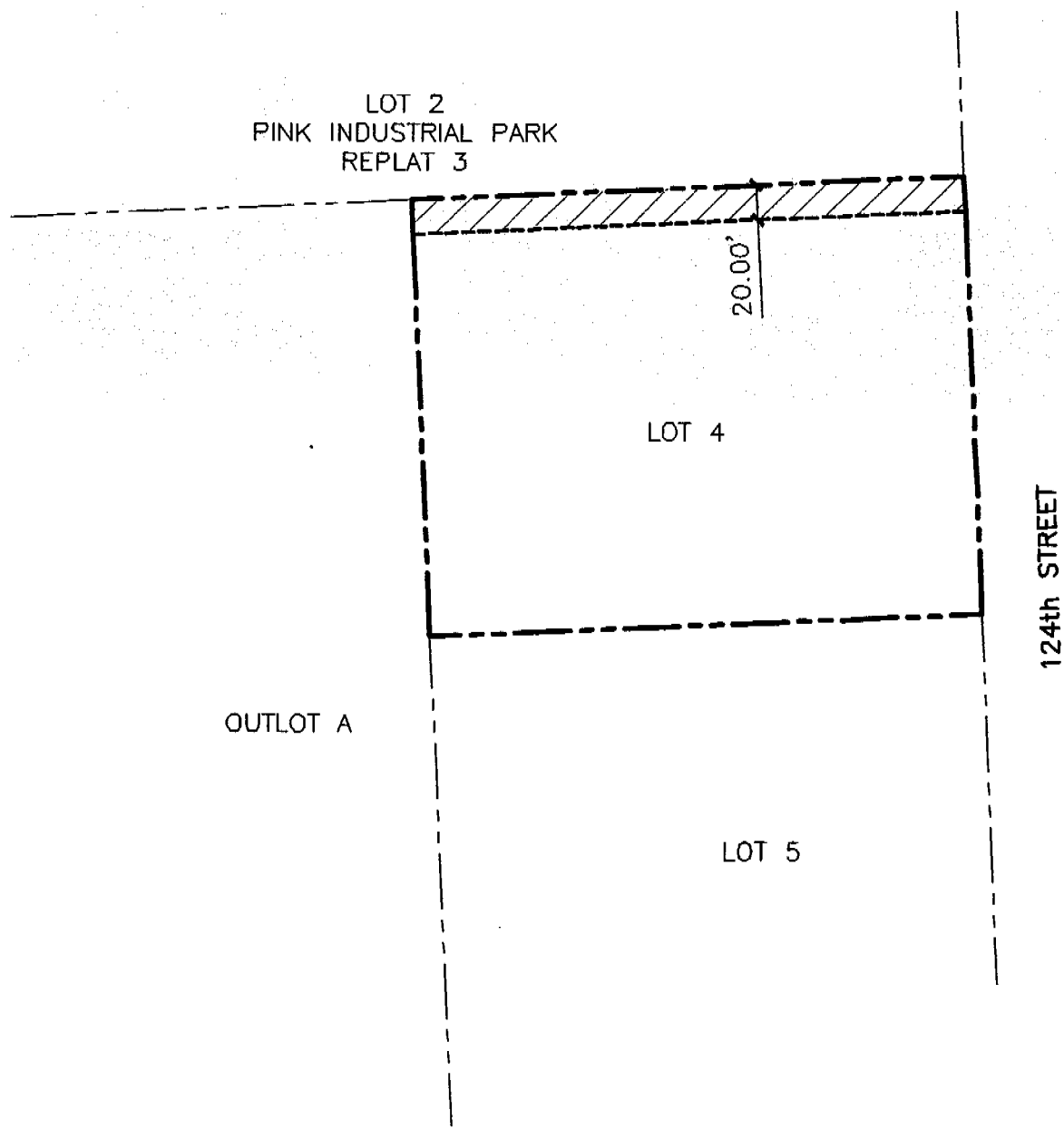
LEGAL DESCRIPTION

THAT PART OF LOT 6, PINK INDUSTRIAL PARK 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6;
 THENCE N87°22'34"E (ASSUMED BEARING) 20.00 FEET ON THE SOUTH LINE OF SAID LOT 6;
 THENCE N10°13'15"W 151.33 FEET TO THE WEST LINE OF SAID LOT 6;
 THENCE S02°37'34"E 150.00 FEET ON THE WEST LINE OF SAID LOT 6 TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES MORE OR LESS.

PINK FAMILY INVESTMENTS TD2 FILE NO.: 1042-107-E2 DATE: APRIL 2, 2008
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

H



SCALE: 1"=100'

LEGAL DESCRIPTION

THE NORTH 20.00 FEET OF LOT 4, PINK INDUSTRIAL PARK 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

EXHIBIT "2"

PINK GRADING, INC

TD2 FILE NO.: 1042-107-E5

DATE: APRIL 9, 2007

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

2008-11903 I

LOT 2
SARPY COUNTY
INDUSTRIAL PARK

LOT 2 PINK INDUSTRIAL PARK REPLAT 3

350.00'

360.00'

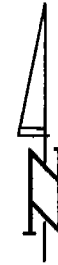
LOT 4

LOT 5

LOT 6

UNPLATTED

OUTLOT A



SCALE: 1"=100'

EXHIBIT "3"

LEGAL DESCRIPTION

THE NORTH 350.00 FEET OF THE EAST 360.00 FEET OF OUTLOT A, PINK INDUSTRIAL PARK 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

PINK FAMILY ENTERPRISES

TD2 FILE NO.: 1042-107-EX

DATE: MARCH 27, 2008

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860