

STATE OF NEBRASKA)
COUNTY OF HALL) SS

NOV 13 AM 10 47

Kathy Braach

REG OF DEEDS

CASH _____

CHECK 21.00

MES York

REFUNDS:

CASH 50.00

CHECK _____

NO-BUILD EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 19 day of October, 2000, by and between the **CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation**, hereinafter referred to as "City", **GLOBAL INDUSTRIES, INC., a Corporation**, hereinafter referred to as "Grantee" and **EUGENE J. PENROSE and JANICE K. PENROSE, Husband and Wife**, hereinafter referred to as "Grantors".

1. **STATEMENT OF PURPOSE.** This No-build Easement Agreement is made for the purpose of setting forth the terms and conditions under which the Grantors will sell and convey to the Grantee a no-build easement on the tract of land which is shown and described more particularly on Exhibit A, attached hereto. The purpose of the no-build easement is to create sufficient set back for the Grantees to construct a manufacturing facility on a tract of land owned by the Grantees and described in paragraph 2 below. Said set back is required by the Grand Island City Code, the Uniform Building Code as adopted by the City.

2. **GRANTEE'S REAL ESTATE.** The Grantee owns the following described real estate: Lot Two (2), Connell Industrial Park Third Subdivision to the City of Grand Island, Hall County, Nebraska.

3. **GRANTORS' REAL ESTATE.** The Grantors own the following described real estate: Lot Two (2), Connell Industrial Park Second Subdivision to the City of Grand Island, Hall County, Nebraska.

4. **EASEMENT TO BE CONVEYED.** In consideration of the payment by the Grantee to the Grantors in the amount of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged and stated more specifically hereafter, the Grantors do hereby sell and convey to the Grantee, its successors and assigns, a non-exclusive right to use a "no-build easement" on the tract of land shown and described on Exhibit A, attached hereto and made a part hereof by reference, subject to the conditions stated hereafter.

5. **CONDITIONS OF NO-BUILD EASEMENT.** The no-build easement referred to above shall include the following conditions:

- a. The Grantor shall have the right to use and enjoy fully, the premises shown and described on Exhibit A, but shall not construct or permit to be

RaNaee Edwards
City Clerk
PO Box 1968
G I NE 68802

constructed any buildings or structures thereon without the written consent of the Grantee and the City.

- b. The easement granted herein is a permanent easement and shall continue in full force and effect so long as the no-build easement is used or required by the Grantee, its successors and assigns, or the City.

6. **ACCESS ROAD EASEMENT.** The parties agree that the non-monetary consideration for this no-build easement shall include the right of the Grantor to use the Grantee's portion of the existing driveway serving the parties' properties for access to the Grantors' real estate at any point not further than Seven Hundred Feet (700') from the Southeast Corner of Lot 2, Connell Industrial Park Second Subdivision to the City of Grand Island, Hall County, Nebraska. This easement may be used by the Grantors, their successors, assigns, business invitees, customers and representatives. This easement shall include the right to cross the Grantee's real estate from such portions of the access drive as are wholly on the Grantee's property directly to the Grantors' real estate.

7. **SUCCESSORS AND ASSIGNS.** This no-build easement contains all the agreements and stipulations between the Grantor and Grantee with respect to said easement and the same shall inure to the benefit and be binding on the Grantor and Grantee, their respective successors and assigns.

8. **AMENDMENTS.** The terms of this no-build easement may be modified or terminated only by a written agreement executed by the Grantors and Grantee, their respective successors and assigns and approved by the Mayor and City Council of the City.

9. **CHOICE OF LAWS.** This No-build Easement Agreement shall be construed in accordance with the laws of the State of Nebraska and the United States of America.


DATED: October 24, 2000.

**CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,**

Attest: RaNaE Edwards By: Ken Gnadt
RaNaE Edwards, City Clerk Ken Gnadt, Mayor

**GLOBAL INDUSTRIES, INC., A Corporation,
Grantee,**

Attest: [Signature] By: [Signature]
Secretary President

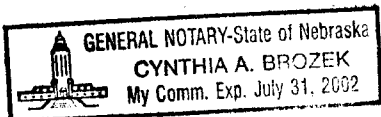

EUGENE J. PENROSE, Grantor

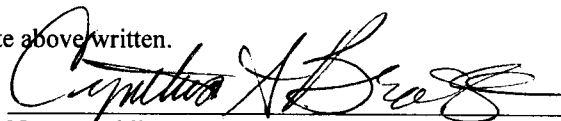

JANICE K. PENROSE, Grantor

STATE OF NEBRASKA)
) ss
 COUNTY OF HALL)

On October 24, 2000, 2000, before me, a notary public, qualified in said County personally came Ken Gnadt, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing document and acknowledged that the the execution thereof was his voluntary act and deed on behalf of the municipal corporation, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

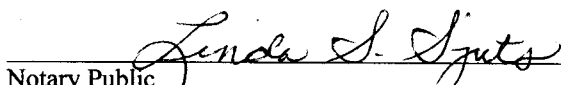



 Notary Public

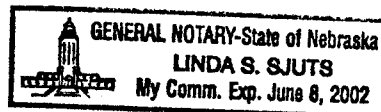
STATE OF NEBRASKA)
) ss:
 COUNTY OF HALL)

On October 19th, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donald G. Anderson, President of Global Industries, Inc., a corporation, known personally to me to be the identical person who signed the foregoing document and acknowledged the execution thereof was his voluntary act and deed on behalf of the corporation.

WITNESS my hand and notarial seal the date above written.



 Notary Public

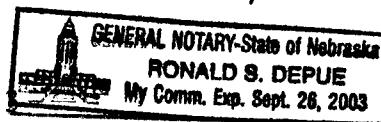
STATE OF NEBRASKA)
) ss:
 COUNTY OF HALL)



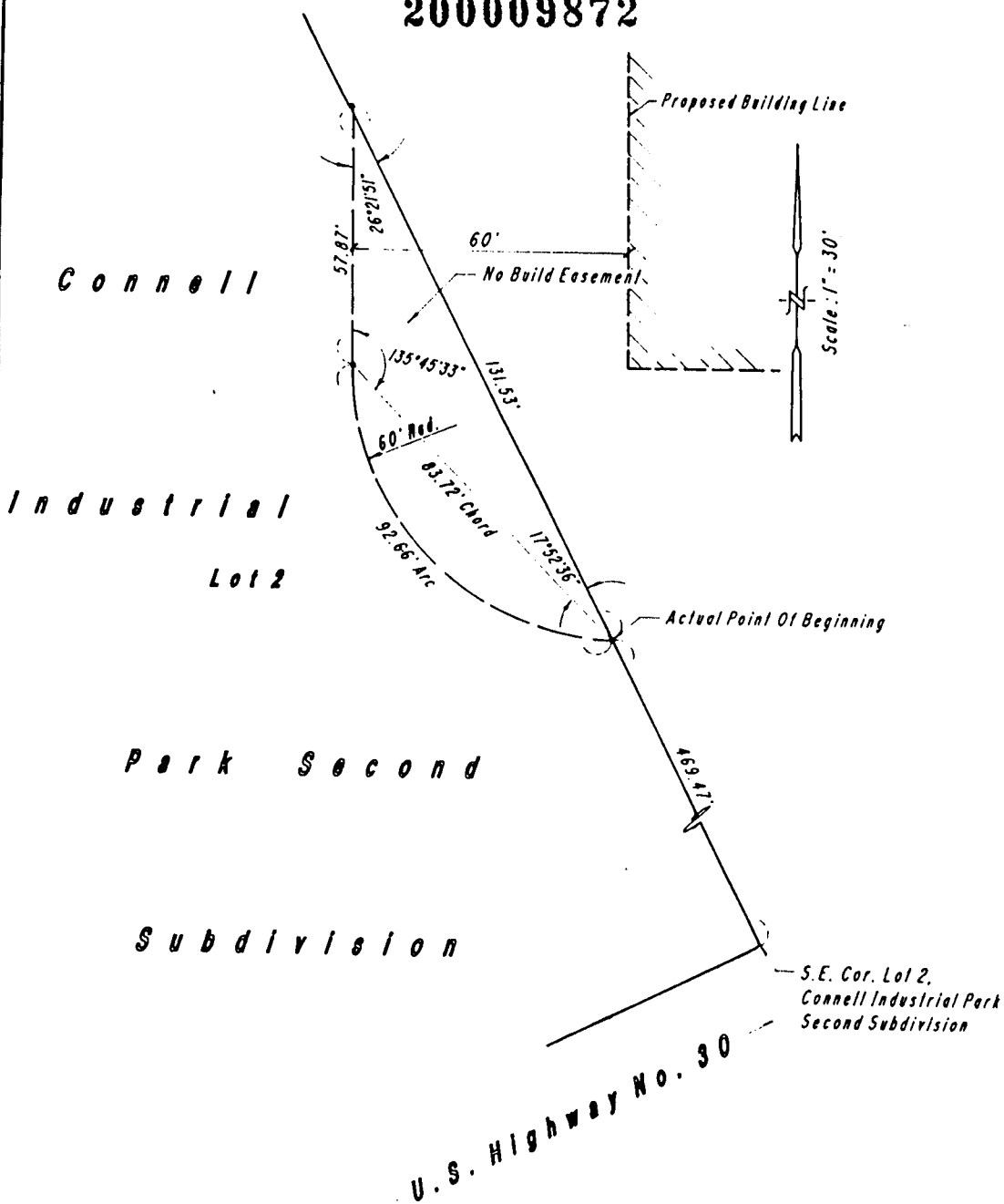
On October 20, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Eugene J. Penrose and Janice K. Penrose, husband and wife, known personally to me to be the identical persons who signed the foregoing document and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal the date above written.


 Notary Public



200009872



NO BUILD EASEMENT

A tract of land comprising a part of Lot Two (2), Connell Industrial Park Second Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

Beginning at the southeast corner of said Lot Two (2); thence running northwesterly along the easterly property line of said Lot Two (2), a distance of Four Hundred Sixty Nine and Forty Seven Hundredths (469.47) feet, to the ACTUAL point of beginning; thence continuing northwesterly along the last described course, a distance of One Hundred Thirty One and Fifty Three Hundredths (131.53) feet; thence deflecting left $153^{\circ} 38' 09''$ and running southerly a distance of Fifty Seven and Eighty Seven Hundredths (57.87) feet, to a point of curvature; thence running southeasterly along the arc of a curve to the left whose radius is Sixty (60.0) feet, the long chord of which deflects left $44^{\circ} 14' 27''$ from the last described course, a long chord distance of Eighty Three and Seventy Two Hundredths (83.72) feet, (an arc distance of Ninety Two and Sixty Six Hundredths (92.66) feet); to the ACTUAL point of beginning and containing 0.061 acres (2,670 square feet) more or less.

Exhibit A

Revised 10/16/2000

ROCKWELL And ASSOCIATES * ENGINEERING & SURVEYING * P.O. BOX 549 * GRAND ISLAND, NEBRASKA
September 13, 2000

Sheet No. 1 of 1