

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2005 - 42089

2005 NOV 14 P 12:43 8

*Glenn J. Downing*  
REGISTER OF DEEDS

COUNTER DB C.E. D  
VERIFY DB D.E. TM  
PROOF P  
FEES \$ 20.50  
CHECK# 2244  
CHG. \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

### EASEMENT AND MAINTENANCE AGREEMENT

**THIS EASEMENT AND MAINTENANCE AGREEMENT** (the "Agreement") is made this 13<sup>TH</sup> day of October, 2005, by and between **FREDERICK BROS. RENTAL, A** Nebraska general partnership, whose mailing address is P.O. Box 7, Gretna, Nebraska 68028 ("Grantor") and **S.D.B., L.L.C.**, an Iowa limited liability corporation known in Nebraska as Scott Dean Bill (S.D.B.), L.L.C., whose registered office in Nebraska is located at 9915 South 148<sup>th</sup> Street, Omaha, Nebraska 68145-0305 (Grantee").

### **PRELIMINARY STATEMENTS**

Grantor is the owner of real property legally described as follows (the "Grantor's Property"):

**Tax Lot 20A1 in the NW ¼ of the NE ¼ of section 36,  
Township 14 North, Range 10 East of the 6<sup>th</sup> P.M.,  
Sarpy County, Nebraska.**

(also commonly known as 798-919 Village Square, Gretna NE, 68028)

Grantor desires to grant to Grantee a non-exclusive easement and right-of-way for ingress and egress to Grantee's property across a portion of Grantor's Property described in Exhibit "A" attached hereto and incorporated herein (the "Easement Area"), subject to the terms and conditions hereinafter set forth.

### **AGREEMENT**

In consideration of the mutual covenants and promises herein, and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Easement and Right-of-Way.** Grantor hereby grants, bargains, sells, conveys, and releases unto Grantee, its heirs, successors, assigns, agents, licensees and invitees a non-exclusive easement and right-of-way for ingress and egress to Grantee's property across the Easement Area, together with the right of ingress and egress upon Grantor's property to maintain the same.
2. **Maintenance of Improvements.** While this Agreement is in effect, Grantee and its successors and assigns shall maintain, repair and replace the asphalt access way within the Easement Area in a reasonably safe and good condition, as determined by Grantor. Grantee understands that title to all improvements in the Easement Area shall remain with the Grantor and

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Grantee shall not acquire any rights to said improvements. Grantor shall be solely responsible for all required taxes and assessments related to any and all improvements, fixtures and additions placed in or on the Easement Area.

3. **Use of Easement Area.** This non-exclusive easement is granted for the benefit of Grantor and its successors and assigns and their respective employees, customers, invitees, tenants, subtenants, contractors and agents.

4. **Termination.** This Agreement may be terminated by either Grantor or Grantee upon (30) days' prior written notice of termination given to the other party hereto. Upon termination, this Agreement shall be of no further force or effect, except that any obligations accrued through the date of the termination shall be performed and satisfied by the party responsible therefore.

5. **No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor's Property or the Easement Area to the general public.

6. **Title.** The Grantor confirms with the Grantee and its assigns that the Grantor is seized in fee of Grantor's Property, including the Easement Area, and that it has the right to grant and convey the easements and rights granted herein.

IN WITNESS WHEREOF, Grantor and Grantee has caused the authorized execution hereof, the day and year first above written.

GRANTOR:

FREDERICK BROS. RENTAL

By: Edward J. Frederick  
Print: Edward Frederick  
Title: General Partner

GRANTEE:

S.D.B., L.L.C., Known in Nebraska as  
Scott Dean Bill (S.D.B.), L.L.C.,

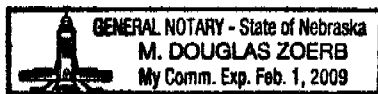
By: Bill Sapp  
Print: Bill SAPP  
Title: Gen Mgr

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STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 13<sup>th</sup> day of October, 2005, before me, a Notary Public in and for said county and state, personally came Edward Frederick of FREDERICK BROS. RENTAL, to me personally known to be the identical person whose name is affixed to the foregoing Agreement and acknowledged the execution of the same to be his/her voluntary act and deed and the voluntary act and deed of the Grantor.

WITNESS my hand and Notarial Seal the day and year last written above.



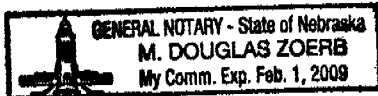
M. Douglas Zoerb  
Notary Public

My Commission Expires: 2-1-09

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 13<sup>th</sup> day of October, 2005, before me, a Notary Public in and for said county and state, personally came William (Bill) Sapp of S.D.B., L.L.C., to me personally known to be the identical person whose name is affixed to and the foregoing Agreement and acknowledged the execution of the same to be his/her voluntary act and deed and the voluntary act and deed of the Grantee.

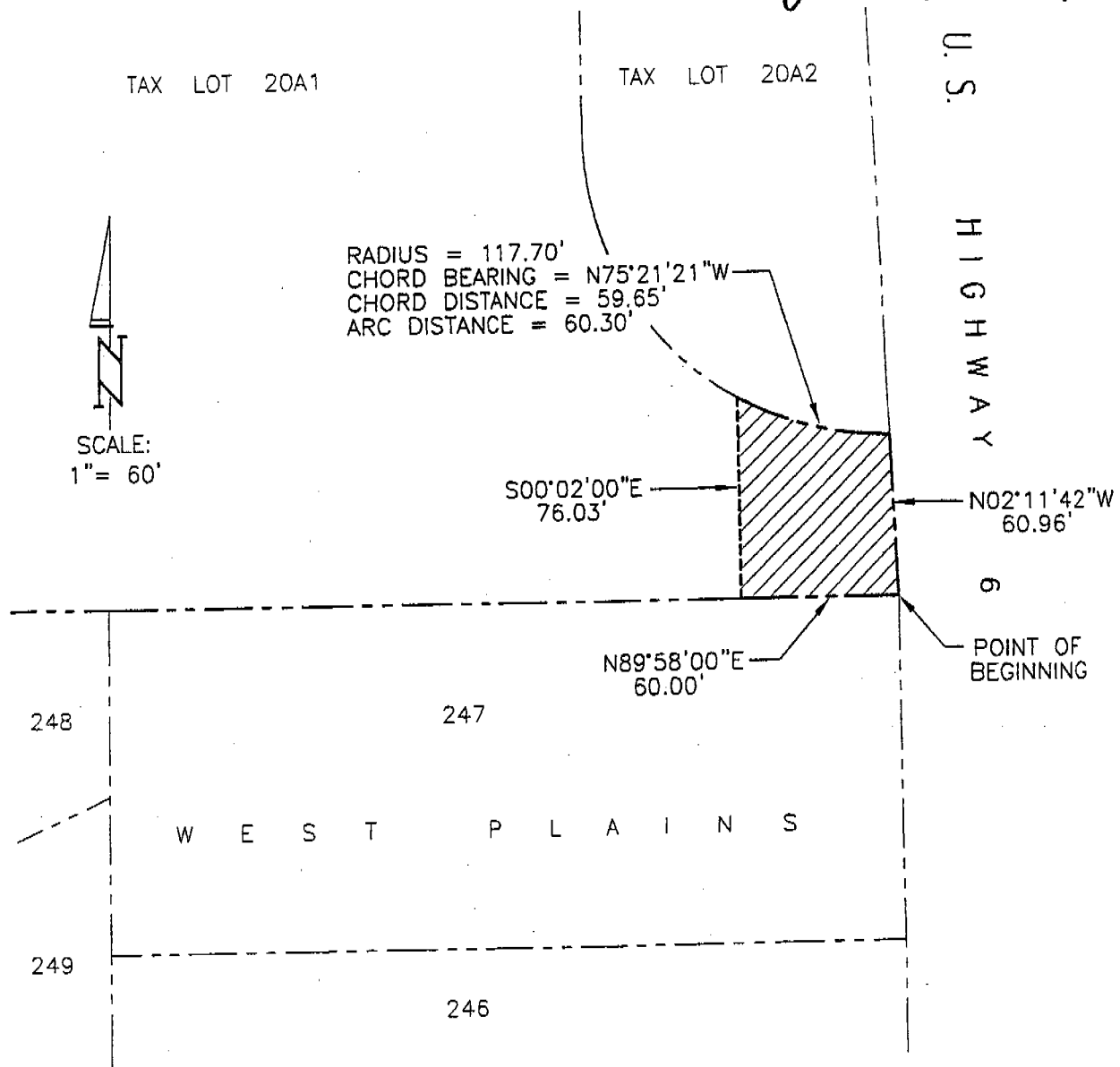
WITNESS my hand and Notarial Seal the day and year last written above.



M. Douglas Zoerb  
Notary Public

My Commission Expires: 2-1-09

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## LEGAL DESCRIPTION

THAT PART OF TAX LOT 20A1 IN THE NW 1/4 OF THE NE 1/4 OF SECTION 36, T14N, R10E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 247, WEST PLAINS, A SUBDIVISION IN SAID SARPY COUNTY; THENCE N02°11'42"W (ASSUMED BEARING) 60.96 FEET ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 6 TO THE SOUTHWEST LINE OF TAX LOT 20A2 IN SAID NW 1/4 OF THE NE 1/4; THENCE NORTHWESTERLY ON THE SOUTHWEST LINE OF SAID TAX LOT 20A2 ON A NON-TANGENT 117.70 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N75°21'21"W, CHORD DISTANCE 59.65 FEET AN ARC DISTANCE OF 60.30 FEET; THENCE S00°02'00"E 76.03 FEET TO THE NORTH LINE OF SAID LOT 247; THENCE N89°58'00"E 60.00 FEET ON THE NORTH LINE OF SAID LOT 247 TO THE POINT OF BEGINNING.

CONTAINING 3868 SQUARE FEET OR 0.09 ACRES MORE OR LESS.

## EXHIBIT "A"

SAPP BROS PETROLEUM TD2 FILE NO.: 549-176-6E1 DATE: SEPTEMBER 21, 2005  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860