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Recording fees paid:

\$40.00

Pages: 6

**Deb Houghtaling**

COUNTY CLERK/REGISTER OF DEEDS

By: pm



EASE

Upon Recording, Please Return To:

*R&G*  
Farnham & Griffin, PC, LLO  
220 N. 89<sup>th</sup> Street, Suite 201  
Omaha, NE 68114

**EASEMENT, AGREEMENT TO DEDICATE  
RIGHT OF WAY, AND JOINT USE AGREEMENT**

MADDAD LAND, LLC., a Nebraska Limited Liability Company (“Grantor”), for good and valuable consideration, receipt of which is acknowledged, hereby grants and conveys an easement, agrees to dedicate right of way upon the occurrence of certain conditions and sets forth the terms and conditions of the parties agreement regarding the joint use of Park Circle, as follows:

Grantor is developing a commercial/industrial subdivision to be known as Springfield Commerce, a Subdivision in Sarpy County, Nebraska and a copy of the Final Plat for such Subdivision is attached hereto as Exhibit “A” and incorporated herein by this reference.

Grantor is the owner of Outlot B, Springfield Commerce, a Subdivision in Sarpy County, Nebraska (Grantor’s Property).

Grantor hereby grants and conveys an easement over a portion of Grantor’s Property, the exact description of which shall be determined as hereinafter set forth, for the uses and purposes hereinafter stated.

The easement shall be in favor of Robert Gottsch and Dixie Shutter (“Grantees”) owners of certain real property located in the S ½ of the NE ¼ of Section of Section 23, Township 13 North, Range 11 East, Sarpy County, Nebraska as more fully described on Exhibit “B” attached hereto and incorporated herein by this reference (Grantee’s Property).

The easement shall be used solely for the purpose of constructing a street on dedicated public right of way (the “Public Street”) to connect to Park Drive, a public street immediately north of and adjacent and contiguous to Grantor’s Property, for the purpose of providing Grantee’s Property with public access to Nebraska State Highway 50.

All costs associated with construction of the Public Street, including but not limited to design, engineering and legal fees; grading, materials, finance fees, interest and construction costs and the ongoing costs of maintenance, repair and reconstruction of the Public Street, shall be paid by Grantees, their successors in interest, or a Sanitary and Improvement District formed for the

purpose of constructing the public infrastructure on Grantee's Property.

The exact location of the Public Street and the plans and specifications for the construction thereof shall be approved by the City of Springfield, Nebraska prior to the commencement of construction and shall conform to the standards and requirements of the City of Springfield and any other applicable jurisdiction. Grantee shall design the Public Street in such a way as to maintain the natural flow of surface waters across Grantor's Property; any change to the natural flow of surface waters shall require the written consent of Grantor.

Upon final approval of the plans and specifications for the Public Street and evidence satisfactory to the City of Springfield that funding for the construction of the Public Street is available, Grantor shall join in the dedication of that portion of Outlot B necessary for construction of the Public Street and adjacent right of way, including any necessary utility easements, as approved by the City of Springfield. After the dedication of the necessary right of way for the Public Street the terms and conditions of this Agreement shall not be merged in the dedication, shall survive such dedication, and shall control the rights and duties of the parties thereafter.

Grantee's warrant that their use of the easement and the Public Street shall always be reasonable and that it shall not interfere with Grantor's use of its property. Grantee shall not construct any buildings or improvements on Grantor's Property other than the Public Street and any necessary and related appurtenances. Grantee will be responsible for the cost of any repairs to Park Drive which are the result of connecting the Public Road to Park Drive.

Grantee shall be responsible for making all arrangements and bearing all costs related to constructing the Public Street over the Northern Natural Gas Pipeline and associated easement.

Grantee shall, in connection with letting a contract for the construction of the Public Road, and as a condition thereof, require the contractor to obtain payment and performance bonds in appropriate amounts to guarantee completion of, and payment for, the work.

After the construction of the Public Street has been completed, and with respect to that portion of Park Drive from the point of the westernmost connection of the Public Street to Park Drive, to the point where Park Drive intersects Nebraska State Highway 50, Grantor and Grantee shall equally share the costs of (i) the regular, normal and ongoing maintenance and repair of Park Drive; (ii) the cost of any required reconstruction of Park Drive; (iii) any necessary traffic control or street signage. Grantor and Grantee may assign the obligations set forth immediately hereinabove to a Sanitary and Improvement District formed for the purpose of constructing the public infrastructure on Grantor or Grantee's Property.

In addition to the cost sharing described in the preceding paragraph, after connection of the Public Street to Park Drive Grantor and Grantee shall equally share in the cost of any construction, maintenance, or repair of any traffic signal at Park Drive and Nebraska state Highway 50.

In the event that Grantee or its contractors or agents cause any damage to Grantor's Property, Grantee warrants and represents to Grantor that Grantee will repair any such damage and return Grantor's Property to it in the same condition it was in on the date of this Agreement.

Grantor covenants with Grantee that it is lawfully seized and possessed of Grantor's Property, that Grantor has good and lawful right to convey it, or any part thereof, and that the property is free from all encumbrances except encumbrances of record and Grantor will warrant and defend the title thereto against the lawful claims of all other persons whomsoever, claiming by, through or under Grantor, but not otherwise.

All provisions of this Agreement shall inure to the benefit of and be binding upon and applicable to the successors, personal representatives, heirs and assignees of the parties hereto and shall run with the land.

IN WITNESS WHEREOF, Grantor and Grantees have executed this instrument this 17 day of February 2021.

MADDAD LAND, LLC.

By: Tamara Draeger  
Tamara Draeger, Its Member

Robert Gottsch  
Robert Gottsch

Dixie Shutter  
Dixie Shutter

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

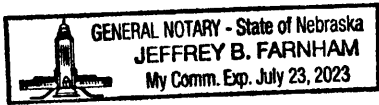
The foregoing Easement and Joint Use Agreement was acknowledged before me this 17<sup>th</sup> day of February, 2021, by Dixie Shutter of ~~MADDAD LAND, LLC., a Nebraska Limited Liability Company, on behalf of the Company.~~

Clayton J. Velting  
Notary Public

Clayton J Velting  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires 1/16/2027  
Acting in the County of Ken

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF SARCY     )

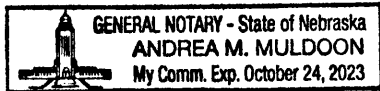
12<sup>th</sup> The foregoing Easement and Joint Use Agreement was acknowledged before me this day of February 2021, by Robert Gottsch.



Jeffrey B. Farnham  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS     )

The foregoing Easement and Joint Use Agreement was acknowledged before me this 20<sup>th</sup> day of February, 2021, by Tamara Duerger, Member of MADDAD LAND, LLC., a Nebraska Limited Liability Company, on behalf of the Company.



Andrea M. Muldoon



**EXHIBIT "B"**

*The North 887 74 feet of the South Half of the Northeast Quarter of Section 23, Township 13 North, Range 11 East of the 6<sup>th</sup> P M, Sarpy County, Nebraska, EXCEPT Tax Lot 2, Tax Lot 8B and except Highway 50 right of way, sometimes also referred to as Tax Lot 8A*