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INST. NO 2005

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LANCASTER COUNTY, NE

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STATE OF NEBRASKA §

COUNTY OF LANCASTER §

EASEMENT AGREEMENT

19th
4th

THIS EASEMENT AGREEMENT is made and entered into this 23rd day of Sept/Oct, 2005, by and between Good Shepherd Presbyterian Church of Lincoln, Nebraska, a Nebraska not-for-profit corporation ("GSPC") and SFI Partnership 47, Ltd., a Nebraska limited partnership ("SFP").

RECITALS:

A. GSPC is the owner of that certain property located in Lincoln, Nebraska as described in the Lancaster County Register of Deeds Office and described on Exhibit A, attached hereto and made a part hereof (the "GSPC Tract").

B. SFI has acquired the property located in Lincoln, Nebraska and described on Exhibit B attached hereto and made a part hereof (the "SFI Tract").

C. As a condition to the development of the SFI Tract, the City of Lincoln has required the construction of the Detention Cell pursuant to the PUD (as defined below).

D. SFI has requested and GSPC has agreed to grant the Detention Cell Easement (as defined below).

E. In connection with the Detention Cell Easement, SFI has requested and GSPC has agreed to grant the Access Easement (as defined below).

NOW, THEREFORE, GSPC hereby grants to SFI for the benefit of the SFI Tract and to the Neighboring Landowners for the benefit of the Neighboring Lands, and hereby declares and consents that the GSPC Tract is and shall be held, transferred, aliened, sold, conveyed, leased, rented, mortgaged, occupied, used and otherwise disposed of subject to the rights, privileges and easements and covenants as hereinafter set forth:

1. Definitions. The following defined terms, when used in this Agreement shall have the following meaning:

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Access Easement shall mean a perpetual non-exclusive easement over and across the Access Easement Area for the design, construction, installation, repair, replacement, and maintenance of the Detention Cell Easement and for a temporary non-exclusive easement over the GSPC Tract for the design and construction of the Driveway Improvements to be constructed on the GSPC Tract. The Access Easement shall not grant SFI nor any other benefitted party hereunder, nor their respective visitors, guests, tenants, subtenants, licensees, agents or the general public the right to use the Detention Cell for any other purposes not expressly stated herein without the prior written consent of GSPC.

Access Easement Area shall mean those portions of the GSPC Tract necessary for the purposes of the Access Easement and depicted on the Site Plan.

Benefitted Parties shall mean SFI and the Neighboring Landowners.

Detention Cell shall mean the improvements and related storage area improvements, ground cover, bushes, trees, Detention Cell Easement Area and Access Easement Area to enable the detention of the one hundred year storm water, acceptable to the City of Lincoln, for the benefit of the SFI Tract, GSPC Tract and the Neighboring Lands in conformance with the PUD and City of Lincoln design standards.

Detention Cell Easement shall mean a perpetual non-exclusive easement over, across and through the Detention Cell Easement Area for the purposes of the design, construction, operation, repair, maintenance and replacement of the Detention Cell.

Detention Cell Easement Area shall mean the 1.518 acre portion of the GSPC Tract as depicted on the Site Plan as the Detention Cell.

Neighboring Landowners shall mean the owners of the Neighboring Lands, and their respective successors and assigns.

Neighboring Lands shall mean the properties other than the SFI Tract entitled to utilize the Detention Cell pursuant to the PUD.

PUD shall mean the Van Dorn Acres Planned Unit Development approved by the City of Lincoln in 1993.

Site Plan means the Site Plan attached as Exhibit C hereto.

Tract or Tracts shall mean, individually or collectively, as the case may be, the SFI Tract and the GSPC Tract.

2. Grant of Detention Cell Easement. GSPC hereby grants the Detention Cell Easement over, under and across the Detention Cell Easement Area and the Access Easement Area, together with the right to connect to the Detention Cell through the Access Easement Area,

to (i) SFI for the benefit of the SFI Tract and (ii) the Neighboring Landowners for the benefit of the Neighboring Lands. GSPC does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the Detention Cell Easement unto SFI and the Neighboring Landowners, and their respective successors and assigns, against every person or entity whomsoever lawfully claiming the same or any part thereof by through or under GSPC.

3. Grant of Access Easement. GSPC hereby grants the Access Easement over, under and across the Access Easement Area, together with the right to connect to the Detention Cell through the Access Easement Area, to SFI for the benefit of the SFI Tract for stormwater management and maintenance purposes only. GSPC does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the Access Easement unto SFI, and their respective successors and assigns, against every person or entity whomsoever lawfully claiming the same or any part thereof by through or under GSPC.

4. Construction and Maintenance of Detention Cell.

(a) SFI shall, at its cost and expense, cause the Detention Cell to be designed and constructed in a professional and workmanlike manner using qualified and professional engineers and contractors and in compliance with applicable laws and design standards. SFI shall provide a complete set of design plans for the Detention Cell to GSPC for GSPC's review and acceptance prior to construction of the Detention Cell. GSPC's review and acceptance will not be unreasonably withheld and will be based upon sound engineering and safety standards. GSPC's approval and acceptance of such plans shall be deemed to have been given in the event GSPC fails to provide written notice of disapproval of the plans and specifications for such work to SFI within 21 days following receipt thereof. Any disapproval shall be accompanied by a statement in reasonable detail of the reasons therefor. In connection with the initial construction of the Detention Cell, (i) GSPC shall have the option to require SFI, at its expense, to relocate from the construction of the Detention Cell the soils necessary to permit the grading of the Driveway Improvements and (ii) SFI shall have the right, at its expense, to take such other soil from the Detention Cell Easement Area as SFI may desire and utilize such soil on the SFI Tract (provided that the maximum slope resulting from such taking of soil shall not exceed that approved by the City of Lincoln).

(b) Upon the completion of the Detention Cell, SFI shall provide a certificate of SFI's engineer certifying to the completion thereof substantially in accordance with the plans and specifications. GSPC shall have 21 days following the receipt of such certificate to submit to SFI a punch-list of items with respect to the Detention Cell that GSPC believes have not been completed and the parties will work together in good faith to resolve any issues relating to such punch list. Any matters not raised in such punch-list shall be deemed fully completed. In the event GSPC fails to submit such a punch-list within such 21-day period, GSPC shall be deemed to have accepted the Detention Cell as fully completed.

(c) SFI shall, at its cost and expense, cause the Detention Cell to be operated repaired, replaced and maintained in good serviceable order, condition, and repair and in

compliance with applicable laws and design standards. SFI, at its cost and expense, shall mow, reseed, prevent weeds, remove weeds and remove trash (not caused by GSPC or its members or invitees) and leaves from the Detention Cell Area at a level and frequency similar to the current operation of the GSPC Tract on the date hereof; provided, however, that (i) the ground cover to be installed by SFI shall consist of turf established by hydroseeding, (ii) SFI will have no responsibility for providing irrigation for any ground cover, landscape materials, trees and bushes, it being understood that GSPC shall be responsible for the same to the extent GSPC so desires (except that SFI shall cause its workers to water such materials for one growing season following the installation thereof provided GSPC provides adequate water supplies for such purposes) and (iii) such ground cover, landscaping materials, trees and bushes may be dormant at times but such periods of dormancy shall not constitute a lack of maintenance by SFI hereunder. SFI shall use reasonable efforts to obtain warranties covering not more than one growing season on all trees and bushes planted within the Detention Cell Easement Area and shall enforce any such warranties.

5. Non-Interference.

(a) The Detention Cell Easement and Access Easement shall not grant tenants or any of the Neighboring Landowners or their respective visitors, guests, tenants, subtenants, licensees, agents or the general public the right to use the Detention Cell for any other purposes not expressly stated herein without the prior written consent of GSPC. Without limiting the foregoing, the Detention Cell Easement and Access Easement shall not permit any use of the Detention Cell for park, picnic, athletic or similar recreational purposes.

(b) GSPC shall not, and shall cause its officers, directors, employees, agents, contractors, tenants, subtenants, licensees, members, guests, invitees and visitors not to, interfere with the performance of the construction, use, maintenance, operations, repair or other work by SFI with respect to the Access Easement Area and the Detention Cell Easement Area hereunder or restrict access by SFI or its employees, agents, or contractors to the GSPC Site as permitted hereby. In the event of any such interference or restriction of access in connection with the initial construction of the Detention Cell, GSPC upon notice from SFI shall be required to reimburse SFI for any delay damages suffered or incurred by SFI as a result of such interference or restriction plus interest at the rate equal to the prime rate published from time to time by the Wall Street Journal plus two percent (2%) on any outstanding amount owed accruing from the date which is thirty (30) days following the date of said notice until paid.

(c) Except in the event of an emergency, SFI shall use good faith efforts to avoid conducting any work pursuant to this Easement Agreement on any Sunday.

6. Insurance; Indemnity.

(a) Insurance and Detention Cell Easement Area and Access Easement Area. SFI agrees to procure and maintain in full force and effect, throughout the term of this Agreement, general public liability insurance and property damage insurance, with contractual

liability coverage, against claims for personal injury, death or property damage occurring upon the Detention Cell Easement Area and Access Easement Area and/or arising out of the use or occupancy of the Detention Cell Easement Area and Access Easement Area by SFI or its officers, directors, employees, agents or contractors with insurance protection limits of (a) not less than \$500,000 for injury or death of a single person, and not less than \$ 1,000,000 for one occurrence and not less than \$100,000 for property damage or (b) an amount that a reasonable property owner would carry for such activities and uses in Lincoln, Nebraska, whichever amount is greater. SFI will cause GSPC to be named as an additional insured with respect to such liability insurance and shall provide GSPC evidence thereof.

(b) Insurance for GSPC Tract. GSPC agrees to procure and maintain in full force and effect, throughout the term of this Agreement, general public liability insurance and property damage insurance, with contractual liability coverage, against claims for personal injury, death or property damage occurring upon the GSPC Tract and arising out of the use or occupancy of the GSPC Tract by GSPC or its officers, directors, employees, agents, contractors, tenants, subtenants, licensees, members, guests, invitees and visitors with insurance protection limits of (a) not less than \$500,000 for injury or death of a single person, and not less than \$1,000,000 for one occurrence and not less than \$100,000 for property damage or (b) an amount that a reasonable property owner would carry for such activities and uses in Lincoln, Nebraska whichever amount is greater. GSPC will cause SFI to be named as an additional insured with respect to such liability insurance and will provide SFI evidence thereof.

(c) Indemnification. Each party hereby indemnifies and agrees to defend and hold the other party harmless from and against any and all claims, suits, damages, actions, losses, liabilities, and demands (including reasonable attorney's fees and court costs actually incurred) which may arise out of monetary loss, personal injury or property damage resulting from such party's negligent acts or omissions or failure to carry out such party's duties or obligations under this Agreement.

7. Miscellaneous.

(a) Successors and Assigns. The easements, restrictions, benefits and obligations granted hereunder shall run with the title to each Tract. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

(b) Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe to scope or intent of this Agreement nor in any way affect the terms and provisions hereof.

(c) Entire Agreement. This Agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof.

(d) Notice. Every notice, demand, consent, approval, or other documents or instruments required or permitted to be served upon or given to any party hereto shall be delivered in person, or sent in registered or certified form, postage paid, return receipt requested, or sent by means of a nationally recognized overnight delivery service, addressed to the respective parties at the following addresses:

If to SFI:

c/o The Slosburg Company
Attention: Jacob Slosburg
10040 Regency Circle, Suite 200
Omaha, NE 68114

If to GSPC:

Pastor
Good Shepherd Presbyterian Church
8300 East Point Road
Lincoln, NE 68506

All notices provided hereunder shall be effective upon the actual receipt by the addressee thereof. Any party may change the place for service of the notice by sending a notice to the other parties of such party's address, which change of address, shall become effective ten (10) days after the effective date of such notice. All such addresses shall be within the United States.

(e) Default. If either party fails to comply with this Agreement, and if the defaulting party has not cured said default within thirty (30) days following receipt of written notice from the other party (provided, however, if such default cannot reasonably be cured within such 30-day period, the defaulting party shall have such additional time as may be reasonably required to cure such default provided the defaulting party shall have commenced curative action within such 30-day period and diligently prosecutes such cure to completion), then the non defaulting party may exercise any remedy at law or in equity other than termination of the easements granted hereby. Subject to delays caused by force majeure, including, without limitation, inability to perform work caused by weather delays, if SFI or its agents and contractors abandon the construction of the work required hereunder and such failure continues following the notice and curative period described above, GSPC may, and without prejudice to any other rights it may have hereunder, by giving to SFI 30 days additional notice of its written election and further opportunity to cure, cause such work to be completed in accordance with the provisions hereof; and, in such event SFI upon notice shall immediately reimburse GSPC for said amount, plus interest at the rate equal to the prime rate published from time to time by the Wall Street Journal plus two percent (2%) on any outstanding amount owed accruing from the date which is 30 days following the date of said notice until paid, to SFI.

(f) Termination by SFI. In the event that the SFI Tract no longer requires the use of the Detention Cell Easement to comply with applicable governmental regulations with respect to storm water detention, then SFI may terminate this Agreement upon written notice to GSPC in which event the Detention Cell Easement shall terminate as to the SFI Tract and SFI shall have no further rights or obligations with respect to the Detention Cell Easement accruing from and after the date of such termination. In the event of any such termination by SFI, if requested by GSPC within ninety (90) days following the date of such termination, SFI at its expense, shall cause the portion of the GSPC Tract covered by the Detention Cell to be restored to as close as reasonably possible to the condition existing prior to the installation thereof.

(g) Estoppel Certificates. Each of GSPC and SFI shall deliver to the other, without charge, within twenty (20) days after request therefor from the other party, a written statement certifying (a) whether this Agreement has been amended and whether this Agreement (as so amended, if applicable) is in full force and effect, (b) to such certifying party's knowledge, whether there is any then existing default under this Agreement by either party and (c) to such certifying party's knowledge, as to any other factual matters respecting this Agreement or the subject matter hereof as may be reasonably requested by the requesting party.

[End of Page]

IN WITNESS WHEREOF, authorized representatives of SFI and GSPC have executed this Agreement under seal the date and year above written.

SFI:

SFI PARTNERSHIP 47 LTD.

By: Rockledge Oaks, Inc.
Its general partner

By: [Signature]
Name: Richard H. Slogburg
Title: _____

GSPC:

Good Shepherd Presbyterian Church
of Lincoln, Nebraska

By: [Signature]
Name: John B. Langhere
Title: President, Corporation

By: [Signature]
Name: Trent P. Nowka
Title: Vice President, Corporation

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On October 6, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard H. Slosburg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.



Connie L. Loper
Notary Public

IN WITNESS WHEREOF, authorized representatives of SFI and GSPC have executed this Agreement under seal the date and year above written.

SFI:

SFI PARTNERSHIP 47 LTD.

By: _____
Its general partner

By: Richard H. Gossburg
Name: Richard H. Gossburg
Title: President

GSPC:

Good Shepherd Presbyterian Church
of Lincoln, Nebraska

By: John B. Lamphere
Name: John B. Lamphere
Title: Pres. Lent, Good Shepherd Corporation

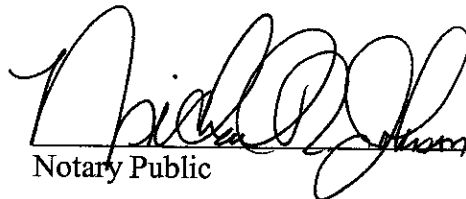
By: Trent P. Nowka
Name: Trent P. Nowka
Title: Vice-President, GSPC Corp

STATE OF Nebraska)
) ss.
COUNTY OF Lancaster)

On Sept. 19th, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John B. Lamphere *, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.




Notary Public

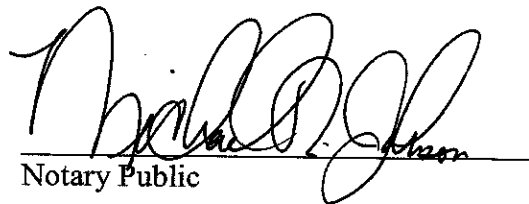
* President, Good Shepherd Presbyterian Church of Lincoln,
Nebraska, a Nebraska not-for-profit Corporation

STATE OF Nebraska)
) ss.
COUNTY OF Lancaster)

On Sept. 19th, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Trent P. Nowka *, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.




Notary Public

* Vice President, Good Shepherd Presbyterian Church of Lincoln, Nebraska, a Nebraska not-for-profit Corporation

CONSENT AND SUBORDINATION

The undersigned, being the holders of mortgage or deed of trust liens covering the GSPC Property described in the foregoing Agreement, hereby consent to the execution, delivery and performance by GSPC of such Agreement and hereby subordinate their respective liens to the rights and obligations set forth in such Agreement.

Synod of Lakes and Prairies, a

By: _____
Name: J. JAY WILKINSON, TREASURER
Title: _____

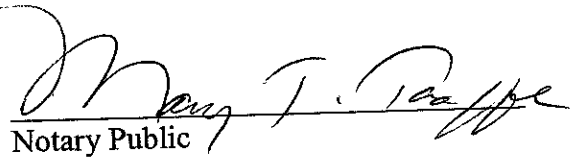
Presbyterian Church (U.S.A.), a

By: _____
Name: _____
Title: _____

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On September 23, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. JAY WILKINSON, TREASURER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.


Notary Public



CONSENT AND SUBORDINATION

The undersigned, being the holders of mortgage or deed of trust liens covering the GSPC Property described in the foregoing Agreement, hereby consent to the execution, delivery and performance by GSPC of such Agreement and hereby subordinate their respective liens to the rights and obligations set forth in such Agreement.


Synod of Lakes and Prairies, a

By: _____

Name: _____

Title: _____

Presbyterian Church (U.S.A.), A Corporation
a Pennsylvania not for profit corporation

By:  _____

Name: _____

Title: _____



JOEY B. BAILEY
EXECUTIVE VICE PRESIDENT/CFO & TREASURER

STATE OF Kentucky)
COUNTY OF Jefferson) ss.

On October 4, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joey B. Bailey, personally known to me (or, proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

Brenda Smithers
Notary Public

BRENDA SMITHERS
Notary Public, State at Large
My commission expires Mar. 20, 2008

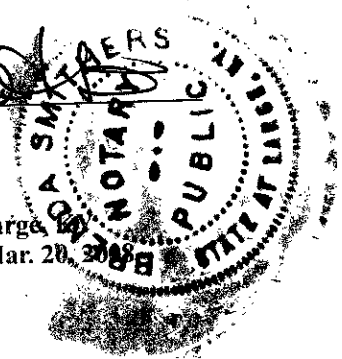


EXHIBIT 'A'
EASEMENT AGREEMENT
BETWEEN GOOD SHEPHERD PRESBYTERIAN CHURCH
AND SFI PARTNERSHIP 47, LTD.

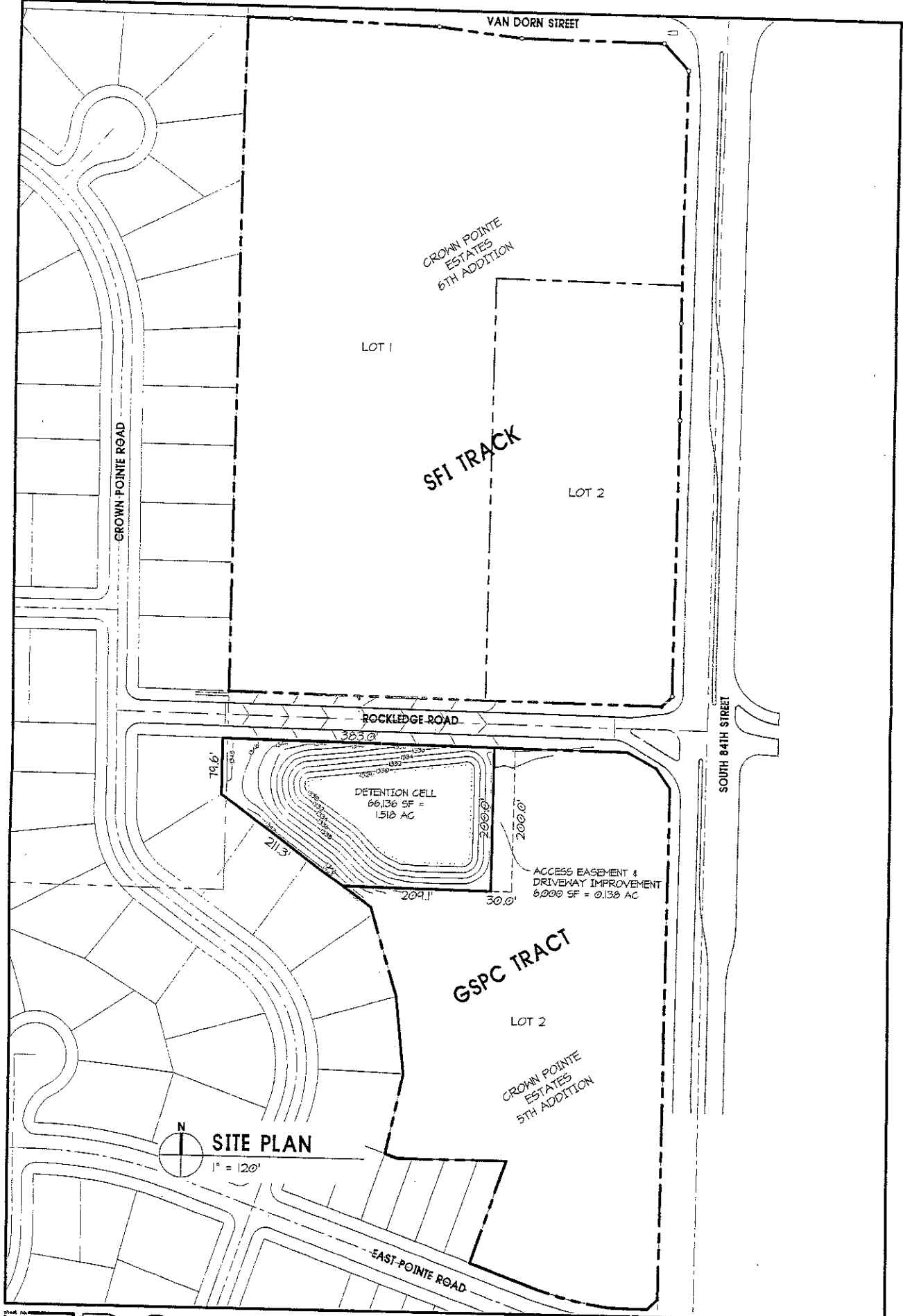
Legal description of the GSPC Tract:

Lot 2, Crown Pointe Estates 5th Addition, Lincoln, Lancaster County,
Nebraska.

EXHIBIT 'B'
EASEMENT AGREEMENT
BETWEEN GOOD SHEPHERD PRESBYTERIAN CHURCH
AND SFI PARTNERSHIP 47, LTD.

Legal description of the SFI Tract:

Lots 1 and 2, Crown Pointe Estates 6th Addition, Lincoln, Lancaster County,
Nebraska.



SITE PLAN
 1" = 120'

	PERSHING SQUARE 1809 N STREET LINCOLN, NEBRASKA 68500 voice: 402/474-3000 fax: 402/474-4045 desassoc@lincoln.com	project no: sheet no:	EXHIBIT 'C' TO EASEMENT AGREEMENT LINCOLN, NEBRASKA	DATE: 22 DEC 2003
	DESIGN ASSOCIATES OF LINCOLN, INC.	1" = 120'	1" = 120'	