

COUNTER	DKH
VERIFY	DKH
FEES \$	58.00
CHG	SFILE
SUBMITTED	TITLECORE - OMAHA ESCROW

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2013-16416

2013 May 23 01:44:36 PM

Sheryl J. Riffel

REGISTER OF DEEDS



(Space Above This Line for Recording Data)

PERMANENT ROADWAY EASEMENT AGREEMENT

This Permanent Roadway Easement Agreement is made and entered into this 14th day of May, 2013, by and between ONEDMS, LLC, an Arizona limited liability company ("ONEDMS") and Norman D. Riffel, as Trustee under the Norman D. Riffel Revocable Trust and Joyce J. Riffel, as Trustee under the Joyce J. Riffel Revocable Trust (collectively "Riffel").

RECITALS

ONEDMS is the owner of certain real property located in Sarpy County, Nebraska, more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (the "ONEDMS Property"), which abuts a neighboring parcel owned by Riffel, more particularly described on Exhibit "B," attached hereto and incorporated herein by this reference (the "Riffel Property"). Riffel has requested ONEDMS to grant to Riffel a permanent easement over a portion of the ONEDMS Property, more particularly described herein, for a roadway and Riffel has agreed to perpetually repair and maintain such roadway and easement area. ONEDMS and Riffel have entered into this Agreement to set forth their understandings in this regard, all as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are made a contractual part of this Agreement, and in consideration of the mutual covenants and agreements herein contained, ONEDMS and Riffel hereby agree as follows:

1. **Filing of Record.** Upon execution, this Agreement shall become effective and be filed of record with the Office of the Register of Deeds for Sarpy County, Nebraska.
2. **Grant of Roadway Easement to Riffel.** ONEDMS hereby grants and conveys to Riffel and Riffel's successors and assigns a permanent easement and right-of-way for a roadway over and upon the following described real estate in Sarpy County, Nebraska more particularly described on Exhibit "C," attached hereto and incorporated herein by this reference (the "Easement Area") and as depicted on Exhibit "D," attached hereto and incorporated herein by this reference.

113222

3. **Repair and Maintenance of the Easement Area.** Riffel covenants to perpetually repair and maintain the Easement Area in good condition. All costs and expenses for the repairs, maintenance and replacement of the Easement Area shall be the sole responsibility and obligation of Riffel. Riffel may make any improvements upon the Easement Area, permanent or otherwise, so long as such improvements do not materially interfere with ONEDMS's then-current use of the ONEDMS Property.

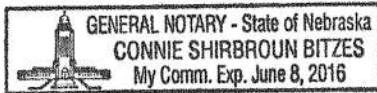
4. **Riffel Indemnification.** Riffel agrees to indemnify, defend and hold harmless ONEDMS, and ONEDMS's successors and assigns, individually or collectively, from and against any and all demands, claims, causes of action, obligations, damages, liabilities, suits, judgments, costs and expenses (including reasonable attorney fees) of any kind or nature asserted by anyone or to which ONEDMS may be put or which it may incur for any personal injuries or death or property damage in any way arising out of or resulting from or by reason of or in connection with any use, activity or operation of Riffel or any of its employees, contractors, agents, designees or representatives on or in connection with the Easement Area granted herein, provided however, Riffel shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of ONEDMS or any party using or occupying the Easement area by virtue of ONEDMS's interest therein. Riffel and ONEDMS shall each give prompt and timely notice to the other of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affect or might affect either party.

5. **ONEDMS Indemnification.** ONEDMS agrees to indemnify, defend and hold harmless Riffel and Riffel's successors and assigns, individually or collectively, from and against any and all demands, claims, causes of action, obligations, damages, liabilities, suits, judgments, costs and expenses (including reasonable attorney fees) of any kind or nature asserted by anyone or to which Riffel may be put or which it may incur for any personal injuries or death or property damage in any way arising out of or resulting from or by reason of or in connection with any use, activity or operation of ONEDMS or any of its employees, contractors and agents on or in connection with ONEDMS's Permanent Right of Access and Easement reserved herein, provided however, ONEDMS shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of Riffel or anyone using or occupying the Easement Area by virtue of Riffel's interest therein. ONEDMS and Riffel shall each give prompt and timely notice to the other of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affect or might affect either party.

7. **Perpetual Easements Running With the Land.** The easements, covenants and agreements granted herein and their benefits and burdens are appurtenant to the property owned by ONEDMS and shall perpetually run with said property. All easements, covenants and agreements granted herein shall be considered and construed as perpetual easements and covenants running with the ONEDMS property and shall inure to the benefit and extend to and be binding upon the successors, transferees, assignees, lessees, licensees, agents, employees and invitees of the parties hereto, the same as if they were in every case named and expressed and shall perpetually continue in full force and effect until terminated or annulled in accordance with this Agreement. Any grantee(s) by accepting the deed(s) to the ONEDMS property accepts the same subject to the covenants, easements, restrictions, reservations, servitudes and obligations herein and agrees for such grantees, his or their heirs, administrators, successors, transferees and assignees to be bound by each of the covenants, easements, restrictions, servitudes and obligations jointly, separately and severally.

STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

The foregoing Permanent Roadway Easement Agreement was acknowledged before me on May 17, 2013 by Norman D. Riffel, Trustee under the Norman D. Riffel Revocable Trust.

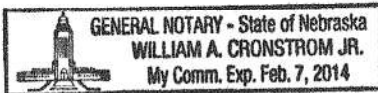


Connie Shirbroun Bitzes
Notary Public

My Commission expires: June 8, 2016

STATE OF Nebraska)
) SS.
COUNTY OF Sarpy)

The foregoing Permanent Roadway Easement Agreement was acknowledged before me on May 13, 2013 by Joyce J. Riffel, Trustee under the Joyce J. Riffel Revocable Trust.



William A. Cronstrom Jr.
Notary Public

My Commission expires: Feb 7, 2014

EXHIBIT "A"
LEGAL DESCRIPTION OF THE ONEDMS PROPERTY

Lot 1, in SWN INVESTMENTS NO. 3, a Subdivision as surveyed, platted and recorded, in Sarpy County, Nebraska.

Formerly known as:

A Tract of land located in the Southwest Quarter of Section 26 and the Southeast Quarter of Section 27, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, being all of Tax Lot 6 and a part of Tax Lot 4A1 in said Section 26 and a portion of Tax Lots 4A and 9 in Section 27 and more particularly described as follows:

Referring to the Southeast corner of Section 27, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska; thence due North (Assumed Bearing) along the East line of said Section 27 a distance of 1,002.00 feet to the Point of Beginning; thence along the Southerly right-of-way line of a dedicated Frontage Road on the following two courses: thence due East 160.22 feet; thence Northeasterly along a 421.67 feet radius curve to the left an arc distance of 393.84 feet to a point on the Northwesterly right-of-way line on the following three courses: thence South $36^{\circ}30'05''$ W 209.42 feet; thence Southwesterly along a 1,045.92 feet radius curve to the right an arc distance of 503.85 feet; thence South $64^{\circ}24'27''$ W 14.60 feet; thence North $29^{\circ}38'21''$ W 312.49 feet to a point on the Southerly right-of-way line of a dedicated Frontage Road; thence along said right-of-way line on the following three courses: thence North $60^{\circ}21'40''$ E 13.23 feet; thence along a 269.28 feet radius curve to the right an arc distance of 139.30 feet; thence due East 33.00 feet to a point on the East line of said Section 27; thence due North 8.00 feet along the East line of said Section 27 to the Point of Beginning. 2.44 Acres

EXHIBIT "B"
LEGAL DESCRIPTION OF THE RIFFEL PROPERTY

Lot 1, Riffel's First, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

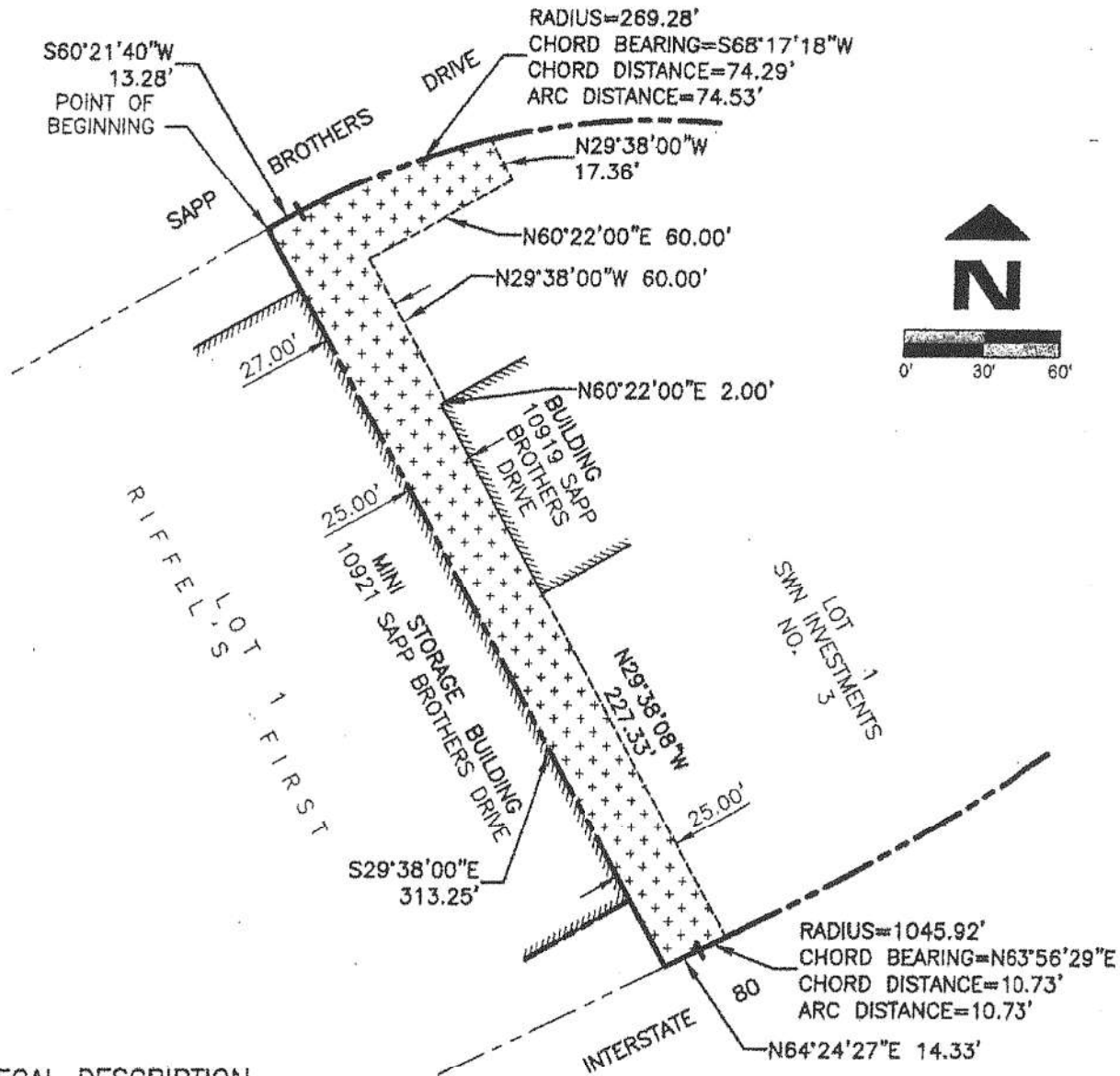
Formerly known as:

A tract of land consisting of 1.74 acres, located in the Southeast Quarter of Section 27, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows: Referring to the Southeast corner of said Section 27; thence due North (assumed bearing) along the East line of the Southeast Quarter of said Section 27, a distance of 994.00 feet to a point on the South right-of-way line of the Interstate Frontage Road; thence West a distance of 33.00 feet to a point of curve, thence Southwesterly along a curve to the left, having a property line radius of 269.23 feet, an arc distance of 139.30 feet with a chord bearing of South 75°10'50" West, a distance of 137.75 feet; thence South 60°21'40" West, a distance of 13.23 feet to the point of beginning. Said point also being the Northwest corner of Lot 1 SWN Investments No. 3; thence continuing South 60°21'40" West along the Southerly right-of-way line of the Interstate Frontage Road, a distance of 249.13 feet; thence South 29°38'00" East, a distance of 295.43 feet to a point on the Interstate #80, right-of-way line; thence North 64°24'27" East along the Interstate #80 right-of-way line a distance of 249.75 feet to the Southwest corner of Lot 1, SWN Investments No. 3; thence North 29°38'00" West along the Westerly lot line of Lot 1 SWN Investments No. 3 a distance of 313.05 feet to the point of beginning containing 75.845 square feet.

EXHIBIT "C"
LEGAL DESCRIPTION OF THE EASEMENT AREA

THAT PART OF LOT 1, SWN INVESTMENTS NO. 3, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 1; THENCE S29°38'00"E 313.25 FEET ON THE WEST LINE OF SAID LOT 1 TO THE SW CORNER THEREOF; THENCE N64°24'27"E 14.33 FEET ON THE SOUTH LINE SAID LOT 1; THENCE NORTHEASTERLY ON THE SOUTH LINE OF SAID LOT 1 ON A 1045.92 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N63°56'29"E, CHORD DISTANCE 10.73 FEET AN ARC DISTANCE OF 10.73 FEET; THENCE N29°38'00"W 227.33 FEET ON A LINE 25.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1; THENCE N60°22'00"E 2.00 FEET; THENCE N29°38'00"W 60.00 FEET ON A LINE 27.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1; THENCE N60°22'00"E 60.00 FEET; THENCE N29°38'00"W 17.36 FEET TO THE NORTHERLY LINE OF SAID LOT 1; THENCE SOUTHWESTERLY ON THE NORTHERLY LINE OF SAID LOT 1 ON A 269.28 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S68°17'18"W, CHORD DISTANCE 74.29 FEET AN ARC DISTANCE OF 74.53 FEET; THENCE S60°21'40"W 13.28 FEET ON THE NORTHERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

EXHIBIT "D"
SURVEY



LEGAL DESCRIPTION

THAT PART OF LOT 1, SWN INVESTMENTS NO. 3, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS; BEGINNING AT THE NW CORNER OF SAID LOT 1; THENCE S29°38'00"E 313.25 FEET ON THE WEST LINE OF SAID LOT 1 TO THE SW CORNER THEREOF; THENCE N64°24'27"E 14.33 FEET ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTHEASTERLY ON THE SOUTH LINE OF SAID LOT 1 ON A 1045.92 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N63°56'29"E, CHORD DISTANCE 10.73 FEET AN ARC DISTANCE OF 10.73 FEET; THENCE N29°38'00"W 227.33 FEET ON A LINE 25.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1; THENCE N60°22'00"E 2.00 FEET; THENCE N29°38'00"W 60.00 FEET ON A LINE 27.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1; THENCE N60°22'00"E 60.00 FEET; THENCE N29°38'00"W 17.36 FEET TO THE NORTHERLY LINE OF SAID LOT 1; THENCE SOUTHWESTERLY ON THE NORTHERLY LINE OF SAID LOT 1 ON A 269.28 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S68°17'18"W, CHORD DISTANCE 74.29 FEET AN ARC DISTANCE OF 74.53 FEET; THENCE S60°21'40"W 13.28 FEET ON THE NORTHERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.



Job Number: 200-364-38(EX1r)
 thompson, dreesen & dörner, Inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

Date: APRIL 16, 2013
 Drawn By: RJR
 Reviewed By: CED
 Revision Date: 04/29/2013

EXHIBIT "A"

NORM RIFFEL

Book
 Page