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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2018-06271

03/26/2018 2:27:29 PM

Lloyd J. Dowding

REGISTER OF DEEDS



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2842
402-593-5773

AMENDED AND RESTATED EASEMENT AGREEMENT

This Amended and Restated Easement Agreement ("Agreement") is made and entered into effective the _____ day of November, 2017 (the "Effective Date"), by and between THE LUND COMPANY PARTNERSHIP, a Nebraska general partnership ("Lund"), and MICHAEL J. McDERMOTT and JOHN L. HOICH (collectively "M&H").

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. M&H are the owners of that certain real property legally described as Lots 1, 2, and 4, Southport East Replat Nine, LaVista, Sarpy County, Nebraska, and Lund is the owner of that certain real property legally described as Lot 3, Southport East Replat Nine, LaVista, Sarpy County, Nebraska, as further depicted on Exhibit "A" attached hereto and incorporated herein by this reference. For purposes of this Agreement, these lots shall be referred to by number only;

B. The parties entered into an Easement Agreement dated March 29, 2016, recorded March 30, 2016 as Instrument No. 2016-06605 with the Register of Deeds of Sarpy County, Nebraska (the "Original Easement"). The parties desire to hereby amend and restate the Original Easement in its entirety with this Agreement, and upon the Effective Date, the Original Easement is hereby amended and replaced, and otherwise supplemented by this Agreement, and the Original Agreement shall be of no further force or effect.

C. The purpose of this Agreement is to carry out certain provisions set forth in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Termination of Permanent Vehicular Ingress and Egress Easement.** The permanent reciprocal vehicular ingress and egress easement previously granted to the owners of Lots 1, 2, 3, and 4 as specified in Note 5 of the Plat of Southport East Replat Nine as approved by the City Council of the City of La Vista, Nebraska, on August 7, 2007, and all prior similar easements, are hereby terminated. This termination shall not affect any prior easements relating to sidewalks and pedestrian use.

2. **Grant of West Driveway Easement.** Lund and M&H hereby grant to each other and their respective successors, tenants, guests, agents, contractors, employees, and invitees, a perpetual, non-exclusive reciprocal vehicular ingress and egress easement for a road, centered on the lot line between Lot 2 and Lot 3 (the "West Driveway Easement"), such dimensions and street access points being depicted on Exhibit "B" attached hereto and incorporated herein by this reference, and as legally described on Exhibit "B". The West Driveway Easement is for the benefit of Lots 1, 2 and 3. The parties and their successors agree that they shall not obstruct or impair any permitted party's use of the non-exclusive easement granted hereunder.

RJR

FULLENKAMP JOHNSON & BELLER, LLP
11440 VINTAGE R. ROAD
OMAHA, NEBRASKA 68144-4482

3. **Grant of East Driveway Easement.** Lund hereby grants to M&H and M&H's successors, tenants, guests, agents, contractors, employees, and invitees a perpetual, non-exclusive reciprocal vehicular ingress and egress easement on Lot 3 (the "East Driveway Easement"), such dimensions and street access points being depicted on Exhibit "C" attached hereto and incorporated herein by this reference, and as legally described on Exhibit "C". The East Driveway Easement is for the benefit of Lots 1, 3 and 4. The parties and their successors agree that they shall not obstruct or impair any permitted party's use of the non-exclusive easement granted hereunder.

4. **Grant of South Cross Easement.** Lund hereby grants to M&H and M&H's successors, tenants, guests, agents, contractors, employees, and invitees a perpetual, non-exclusive reciprocal vehicular ingress and egress easement along the south edge of Lot 3 (the "South Cross Easement"), such dimensions being depicted on Exhibit "D" attached hereto and incorporated herein by this reference, and as legally described on Exhibit "D". The South Cross Easement is for the benefit of Lots 1, 3 and 4. The parties and their successors agree that they shall not obstruct or impair any permitted party's use of the non-exclusive easement granted hereunder.

5. **Improvement of Easements.**

A. **West Driveway Easement.** The parties agree that a driveway on the West Driveway Easement shall be installed by Lund at the earlier of the time that (i) Lot 3 is developed by Lund or a subsequent owner of Lot 3, or (ii) when the driveway is required for development or construction of improvements on Lot 1 or Lot 2. In the event (ii) occurs, M&H or the subsequent owner of Lot 1 or Lot 2, as applicable, shall provide no less than thirty (30) day's prior written notice to Lund, but in no event shall the notice be issued before March 31, 2017. Lund shall be responsible for the installation and construction of the road which constitutes the West Driveway Easement. The parties further agree that cost for the curb cut and installation of the road shall be shared equally by Lund and M&H, or their successors. Notwithstanding the immediately foregoing sentence, Lund's liability for the curb cut and the installation of the road shall be limited to the lesser of one-half (1/2) of the actual expense or Forty Thousand Dollars (\$40,000.00).

B. **East Driveway Easement.** The parties agree that a road on the East Driveway Easement shall be installed by Lund or subsequent owner of Lot 3 at the time that Lot 3 is developed (the placement by Lund or subsequent owner of any improvements on Lot 3). Lund or subsequent owner of Lot 3 shall be responsible for all costs and expenses associated with the design and installation of the East Driveway Easement. In the event that M&H or subsequent owners of Lots 1 or 4 desire to install the road on the East Driveway Easement prior to the time that Lund or subsequent owner of Lot 3 develops Lot 3, M&H or subsequent owners of Lots 1 or 4 may do so at their sole cost and expense at any time, and Lund or subsequent owner of Lot 3 shall reimburse M&H or subsequent owners of Lots 1 and 4, as Lund or subsequent owner of Lot 3 shall determine, at the time that Lund or subsequent owner of Lot 3 develops Lot 3. No interest shall apply to Lund's share under the terms of the preceding sentence.

C. **South Cross Easement.** The parties agree that a road shall be installed on the South Cross Easement at such time as M&H shall determine. M&H shall be responsible for all costs and expenses associated with the design and installation of the South Cross Easement.

C

D. Left-Turn Lane from Southport Parkway. The parties acknowledge that it will be necessary for Lund's benefit to add a left turn lane ("Turn Lane") on Southport Parkway westbound at the intersection of the West Driveway Easement and Southport Parkway. The Turn Lane shall be constructed at the same time as the West Driveway and Lund's development of Lot 3, and shall be constructed in accordance with the City of LaVista's public street standards, and the Turn Lane shall be completed prior to or on the date that the certificate of occupancy is issued for Lund's proposed building that is to be constructed on Lot 15A. The parties agree that Lund shall pay for all costs and expenses associated with the design and installation of the Turn Lane, and that M&H shall have no financial responsibility therefor.

E. Compliance with Applicable Laws, etc. Any and all improvements made pursuant to this Agreement shall comply with all applicable laws, regulations and any covenants and restrictions of record.

F. Reimbursement. Periodically, but no more frequently than monthly, Lund shall provide M&H with invoices covering work performed by them in accordance with Section 5A of this Agreement. M&H shall be responsible for determining between themselves the extent of their respective liability for reimbursement to Lund hereunder. Within thirty (30) days after receipt of any such invoice under this provision, M&H each shall pay his proportionate share of reimbursement to Lund.

6. **Operation, Maintenance and Repair of Easements.**

A. West Driveway Easement. The parties agree that Lund and all subsequent owners of Lot 3 shall be responsible for the operation, maintenance and the keeping in good repair of the West Driveway Easement. All costs and expenses related thereto shall be equally shared by the owners and subsequent owners of Lots 1, 2 and 3. Each lot shall bear one-third (1/3) of the expense.

B. East Driveway Easement. The parties agree that Lund and all subsequent owners of Lot 3 shall be responsible for the operation, maintenance and the keeping in good repair of the East Driveway Easement. All costs and expenses related thereto shall be equally shared by the owners and subsequent owners of Lots 1, 3 and 4. Each lot shall bear one-third (1/3) of the expense.

C. South Cross Easement. The parties agree that Lund and all subsequent owners of Lot 3 shall be responsible for the operation, maintenance and the keeping in good repair of the South Cross Easement. All costs and expenses related thereto shall be shared by the owners and subsequent owners of Lots 1, 3 and 4. The owner and subsequent owners of Lot 4 shall be solely responsible for reimbursement to Lund for all costs incurred for operation, maintenance and repairs of the forty (40) foot wide portion of the maintenance, operation and repair expense relating to the portion of the South Cross Easement which connects Lot 4 with the East Driveway Easement. The owner and subsequent owners of Lots 1 and 3 shall equally share the costs and expenses related to the remaining part of the South Cross Easement.

D. Left-Turn Lane from Southport Parkway. The parties agree that Lund shall be responsible for all costs and fees related to the construction of the Left-Turn

D

Lane, in conformance with Section 5D above, and after construction completion and acceptance by the City of the Left-Turn Lane, the City of LaVista shall be responsible for the operation, maintenance and the keeping in good repair of the Left-Turn Lane from Southport Parkway.

E. Reimbursement for Operation, Maintenance and Repair of Easements. Periodically, but no more frequently than monthly, Lund or any subsequent owner of Lot 3, as the case may be, shall provide the owners of Lots 1, 2 and 4 with invoices covering work performed by its in accordance with the operation, maintenance and repair of the easements. The owners of Lots 1, 2 and 4 shall be responsible for determining between themselves the extent of their respective liability for reimbursement to Lund hereunder. Within thirty (30) days after receipt of any such invoice under this provision, the owners of Lots 1, 2 and 4 shall pay its proportionate share of reimbursement to Lund (by number of lots).

F. Damage to Easements and Improvements. To the extent that any of the easements or improvements thereto is damaged as the result of the negligent or willful and wrongful actions or omissions of a party (the "Damaging Party") or the Damaging Party's agents, contractors or employees, the Damaging Party shall promptly repair such damage at its sole cost and expense. To the extent that the easements or improvements thereto are damaged in any other manner (including without limitation, the failure to keep the easements and improvements thereto in good repair as provided herein), Lund and any subsequent owner of Lot 3 shall promptly repair such damage with the costs to be paid as provided in this Section 6.

G. Joint and Several Liability. It is the express intent of the Parties that the Lund be reimbursed when required by this Agreement. In the event that Lots 1, 2 or 4 are owned by more than one party, i.e., M&H and a successor or successors in interest to one or more of Lots 1, 2 or 4, their liability for reimbursement hereunder shall be joint and several under provisions of this Section 6. Any such owner of Lots 1, 2 or 4 that pays more than that owner's proportional share shall be entitled to contribution from the other owner(s).

7. Sewer, Water Lines, and Storm Water Retention.

A. Fees and Expenses. Lund intends to develop Lot 3 as a parking lot which will not require use of any sewer or water lines. Consequently, Lund shall not be required to contribute toward the costs of the design, installation, connection, and maintenance of any sewer or water lines that may be required as part of the construction of the easements granted in this Agreement. All sewer and water fees and assessments which are not required to be paid by Lund or any subsequent owner of Lot 3 under this provision shall be allocated proportionately to the owners of Lots 1, 2 and 4, their successors and assigns. Each lot shall bear one-third (1/3) of the expense. Notwithstanding the foregoing, in the event Lund or any subsequent owner of Lot 3, if applicable, constructs a building or similar improvement on the Property that utilizes water and sewer services, Lund or any subsequent owner of Lot 3, if applicable, shall be required to pay any sewer or water fees or assessments, arising after construction is commenced, to any third party or municipal entity with authority over Lot 3, including without limitation, the City of La Vista, Nebraska, the Southport East Landowners Association, Inc., any other owners association, or any other party. Further, notwithstanding the immediately preceding provisions of this Section 7, Lund shall be

E

responsible for the payment of the per acre sewer connection fee which will be payable upon acquisition of the permits for the parking lot from the City of La Vista for the construction of the parking lot.

B. Grant of Easement for Sanitary Sewer Line. Lund and subsequent owners of Lot 3 hereby grant to M&H and subsequent owners of Lots 1, 2, & 3 a perpetual twenty (20) foot wide easement (as originally noted by the Southport East Replat Nine) as depicted on Exhibit "E" attached hereto and incorporated herein by this reference, and as legally described on Exhibit "E", for a sanitary sewer line to be located on Lot 3. The parties further agree that the owner of Lot 1 shall bear the cost of the design, installation, and maintenance of the easement and the sanitary sewer line situated thereon. Notwithstanding the foregoing, if, during the period commencing on the date hereof and ending on a date which is five (5) years thereafter, Lund or a subsequent owner of Lot 3 benefits from the use of the sanitary sewer line within this sanitary sewer easement, then Lund or subsequent owner of Lot 3 shall pay to M&H or the subsequent owner of Lot 1 an amount equal to twenty-five percent (25%) of the cost of the design, installation, and maintenance of the sanitary sewer easement and the sanitary sewer line situated thereon. The foregoing provisions of this Section 7B set forth the intent and understanding of the parties with respect to this sanitary sewer easement.

C. Grant of Easement for Storm Sewer Line. Lund and subsequent owners of Lot 3, and M&H and subsequent owners of Lot 4, hereby grant to Lund, M&H and the subsequent owners of Lots 1, 2, 3, & 4 a perpetual twenty (20) foot wide easement (as originally noted by the Southport East Replat Nine) for a storm sewer line to be located between Lots 2 & 3, as depicted and legally described on Exhibit "F" attached hereto and incorporated herein by this reference, and as legally described on Exhibit "F". The parties further agree that the owner of Lot 1 shall bear the cost of the design, installation, and maintenance of the easement and the storm sewer line situated thereon. Notwithstanding the foregoing, if, during the period commencing on the date hereof and ending on a date which is five (5) years thereafter, Lund or a subsequent owner of Lot 3 benefits from the use of the storm sewer line within this storm sewer easement, then Lund or subsequent owner of Lot 3 shall pay to M&H or the subsequent owners of Lots 1, 2 & 4 an amount equal to twenty-five percent (25%) of the cost of the design, installation, and maintenance of the storm sewer easement and the storm sewer line situated thereon. The foregoing provisions of this Section 7C set forth the intent and understanding of the parties with respect to this storm sewer easement.

D. Storm Water Retention. The owners of Lots 1, 2, 3, & 4 shall each be responsible for the storm water management plans for their respective Lot, as may be required by the City of LaVista, Nebraska, or such other governing body.

8. Mutual Indemnities. The parties covenant and agree with each other, on behalf of each of their successors and assigns, as the case may be, to indemnify, hold harmless and defend (with legal counsel reasonably acceptable to each party) the respective owner of an easement or improvement thereto for, from and against any and all claims, liabilities, expenses, and reasonable attorneys' fees and court costs which may be claimed or asserted against an owner of an easement or improvement thereto, its successors and assigns, arising out of the use of an easement or improvement thereto, as provided in this Agreement, by any party to this Agreement, or its tenants, guests, agents, contractors, employees, and invitees, including but without limitation, claims for property damage and bodily injury and any mechanics' or

materialmen's liens or claims of lien which may be asserted against any of them, their successors or assigns. Such indemnification shall only apply, however, to the extent the easement owner does not recover its loss through the proceeds of any insurance it may have in force (or may be required to have in force as provided in Section 9 below).

9. **Insurance.** Upon the commencement of the initial use of the easements, the party responsible for operating each such easement (in accordance with Sections 6A, 68 and 6C of this Agreement) shall deliver to the parties benefitting from such easement a currently effective certificate of commercial general liability insurance, written on an "occurrences" basis with a minimum combined single limit of Two Million Dollars (\$2,000,000.00), with coverage for owned and non-owned motor vehicles and contractual liability coverage having a reasonable deductible amount as determined by such operating party. Policies of insurance required by the terms of this Agreement shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the insured which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of subrogation, setoff, counterclaim, or deductions against the insured. The policies of insurance must each name the other party benefitting from such easement as an additional insured. Such insurance coverage may be included in blanket insurance policies. The issuer of such certificates shall commit to give all insured parties thirty (30) days' prior notice before cancellation of the policies or reduction in coverage, except in case of nonpayment of premiums, in which case the insurer(s) shall commit to give the insured parties ten (10) days' prior notice before cancellation or reduction in coverage. Each party may request from time to time that the insurance amounts be mutually increased to reflect commercially reasonable amounts in Sarpy County, Nebraska, and each party shall promptly secure such increased coverage and provide the other party benefitting from such easement with a certificate of insurance evidencing such coverage. Lund and successor owners of Lot 3 shall be the owner of all such coverage as required under this provision and shall be responsible for payment therefor. M&H and successor owners of Lots 1, 2 and 4 shall be "other insureds" on all such coverage.

10. **Liens.** Each party shall retain the right to encumber their respective property, but any such encumbrance shall be subject to this Agreement. No party to this Agreement shall permit any claim, lien or other encumbrance arising from any party's use of the easement to accrue against or attach to the property of the other party to this Agreement except that such party may include in any such encumbrance such party's rights to the easements created herein.

11. **Use Restrictions.** No hotel, motel or other transient lodging facility of any type providing for lodging of guests for a period of less than thirty (30) days at a time (collectively, a "Lodging Facility") shall be constructed or operated on any portion of Lot 3, unless prior written consent is obtained from Mardi Hotel Group or its successors in title. The provisions contained in this Section 11 shall survive and be deemed part of the easements and covenants contained herein that run with the land in accordance with Section 13 hereafter.

12. **Recordation.** This Agreement shall be recorded in the office of the Register of Deeds of Sarpy County, Nebraska.

13. **Run With the Land.** All provisions of this Agreement shall run with the land, shall be binding upon any owner of any portion of any of the easements and shall inure to the benefit of any owner of any portion of Lots 1, 2, 3, and 4. The extent of usage of the easements granted hereunder may be increased or decreased from time to time depending upon the current or future uses or development of the easements owned by the parties without affecting the

G

validity of the easements granted hereby or the current or future uses thereof. Notwithstanding that this Agreement runs with the land, the parties covenant to restate and replace this Agreement by a written instrument signed by the parties, or their successors, heirs or assigns (as appropriate) at such time as the easements are recorded. If at any time the terms of this Agreement, as it may be amended, conflict with the terms of any other agreement, whether recorded or unrecorded, pertaining to the matters set forth herein, the terms of this Agreement shall control.

14. **Remedies.** In the event of a breach of any of the terms or conditions of this Agreement, those affected shall be entitled to full and adequate relief by all available legal and equitable remedies, including without limitation, specific performance.

15. **Governing Law.** This Agreement shall be interpreted according to, and governed by, the procedural and substantive laws of the State of Nebraska. The parties and their respective tenants, guests, agents, contractors, employees, or invitees irrevocably consent to jurisdiction and venue in the State of Nebraska and agree that they will not attempt to remove or transfer any action properly commenced in the State of Nebraska.

16. **Notices.** All notices or other communications required or permitted to be provided to the parties pursuant to this Agreement shall be in writing and shall be hand delivered, sent by United States Postal Service, postage prepaid, or sent prepaid by a nationally recognized courier service to the parties at the following addresses, or to such other address that the addressee may designate by written notice to the sending party:

If to Lund: The Lund Company Partnership
Attn: Jerry Kelly, Chief Operating Office
450 Regency Parkway, Suite 200
Omaha, NE 68114

With a copy to: Brent W. Beller, Esq.
Fullenkamp, Doyle & Jobeun LLP
11440 West Center Road, Suite C
Omaha, Nebraska 68144

If to M&H: Michael J. McDermott
425 N. Rawhide Drive
Olathe, KS 66061

John L. Hoich
6324 South 173rd Avenue
Omaha, NE 68135

With a copy to: David P. Wilson, Esq.
Marks Clare & Richards, LLC
11605 Miracle Hills Drive, Suite 300
Omaha, NE 68154

Each such notice shall be deemed to have been given when delivered if hand delivered, when received if sent by courier, or forty-eight (48) hours following deposit with the United States Postal Service.

17. **Invalidity.** Every provision of this Agreement shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined to be to any extent unenforceable, that provision will be deemed modified in the most minimal manner so as to make it enforceable, and the remainder of this Agreement shall not be affected.

18. **General.** No waiver of any provision of this Agreement shall be deemed to be a continuing waiver of that provision or a waiver of any other provision of this Agreement. Time is of the essence in the performance of each and every provision of this Agreement. Each person executing this Agreement on behalf of a party personally represents and warrants that he is duly authorized to execute this Agreement in the capacity shown. This Agreement may be executed in any number of counterparts, each of which taken together shall constitute one and the same original Agreement.

19. **Authority of the City of La Vista.** No provision within this document shall be interpreted, construed or have the effect of abolishing, suspending, abating, or diminishing the City of La Vista's ability to, at its sole option, exercise its rights and authority to invoke and exercise any lawful rights which it might have with respect to Lots 1, 2, 3, and 4.

20. **City of La Vista Approval Required.** This Agreement may not be modified, terminated or amended in any manner without the prior approval of the City of La Vista so as to ensure the continued access to and maintenance of the improvements located on the property within Southport East Replat Nine.

21. **Cooperation.** The parties hereto agree to fully cooperate with each other in the exercise of the rights and obligations herein granted and in taking any further actions in order to execute any instruments which may be required in order to carry out the terms and conditions of this Agreement and the intent of the parties as expressed herein. Further, the parties agree to cooperate and take whatever steps are necessary to obtain any governmental or other third party approvals that may be required to fully validate and carry out the terms of this Agreement.

22. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, legal representatives, heirs, and assigns.

23. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be amended except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Sarpy County, Nebraska.

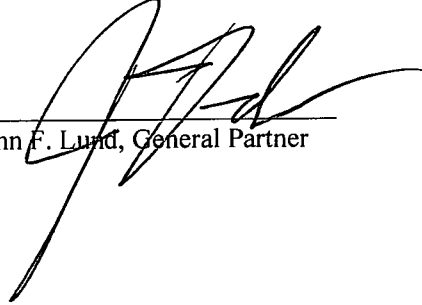
24. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and both of which, together, shall constitute one and the same instrument.

I

Executed under seal as of the Effective Date.

LUND:

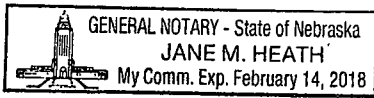
THE LUND COMPANY PARTNERSHIP, a
Nebraska general partnership

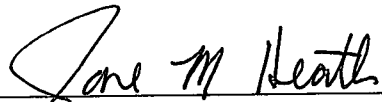
By: 
John F. Lund, General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 15^{*} day of November,
2017, by John F. Lund, General Partner of The Lund Company Partnership, a Nebraska general partnership,
as his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.




Notary Public

M&H:

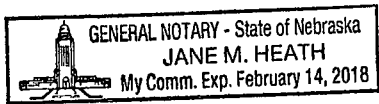
[Signature]
Michael J. McDermott

[Signature]
John L. Hoich

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on the 15th day of November, 2017, by Michael J. McDermott, as his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

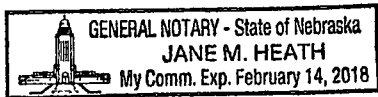


[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 15th day of November, 2017, by John L. Hoich, as his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.



[Signature]
Notary Public

EXHIBIT A

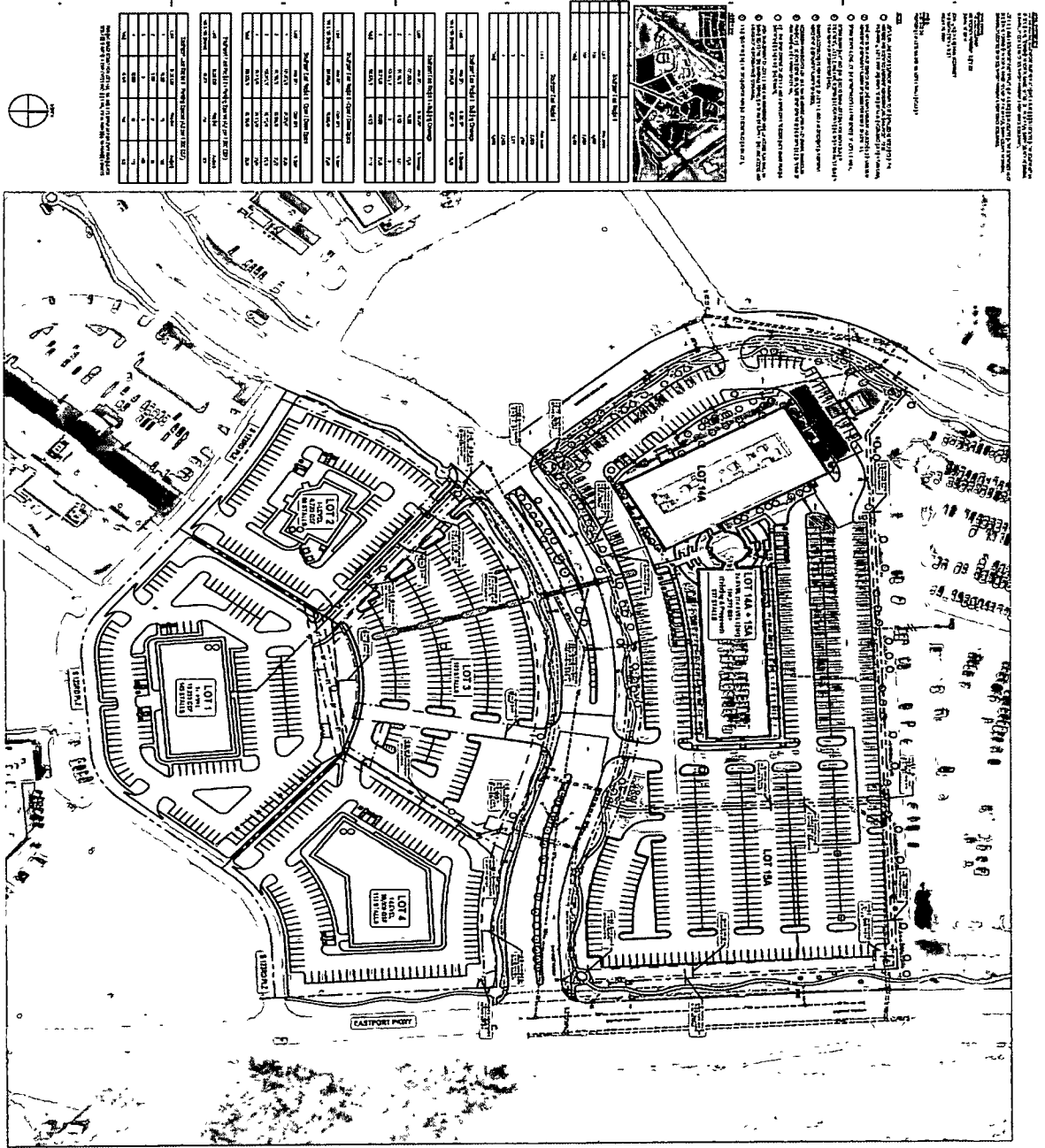
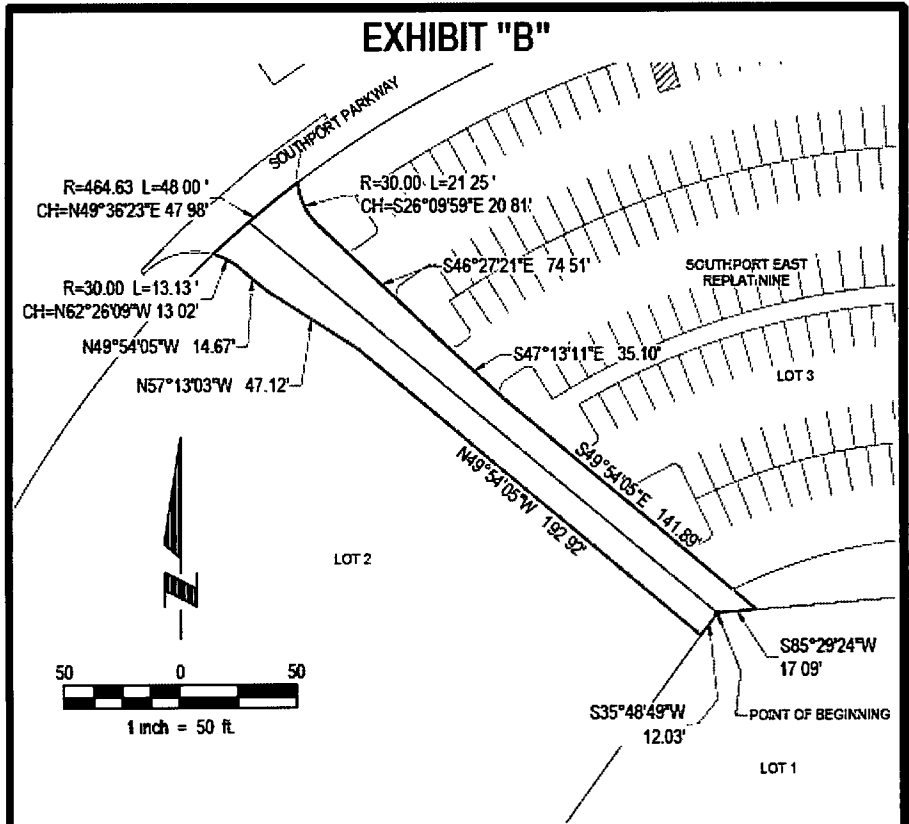


TABLE 1: LOT DATA

LOT NO.	ACRES	SQ. FT.	AREA
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2	1.5	102,600	102,600
3	1.5	102,600	102,600
4	1.5	102,600	102,600
5	1.5	102,600	102,600
6	1.5	102,600	102,600
7	1.5	102,600	102,600
8	1.5	102,600	102,600
9	1.5	102,600	102,600
10	1.5	102,600	102,600
11	1.5	102,600	102,600
12	1.5	102,600	102,600
13	1.5	102,600	102,600
14	1.5	102,600	102,600
15	1.5	102,600	102,600
16	1.5	102,600	102,600
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28	1.5	102,600	102,600
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30	1.5	102,600	102,600
31	1.5	102,600	102,600
32	1.5	102,600	102,600
33	1.5	102,600	102,600
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64	1.5	102,600	102,600
65	1.5	102,600	102,600
66	1.5	102,600	102,600
67	1.5	102,600	102,600
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69	1.5	102,600	102,600
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71	1.5	102,600	102,600
72	1.5	102,600	102,600
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74	1.5	102,600	102,600
75	1.5	102,600	102,600
76	1.5	102,600	102,600
77	1.5	102,600	102,600
78	1.5	102,600	102,600
79	1.5	102,600	102,600
80	1.5	102,600	102,600
81	1.5	102,600	102,600
82	1.5	102,600	102,600
83	1.5	102,600	102,600
84	1.5	102,600	102,600
85	1.5	102,600	102,600
86	1.5	102,600	102,600
87	1.5	102,600	102,600
88	1.5	102,600	102,600
89	1.5	102,600	102,600
90	1.5	102,600	102,600
91	1.5	102,600	102,600
92	1.5	102,600	102,600
93	1.5	102,600	102,600
94	1.5	102,600	102,600
95	1.5	102,600	102,600
96	1.5	102,600	102,600
97	1.5	102,600	102,600
98	1.5	102,600	102,600
99	1.5	102,600	102,600
100	1.5	102,600	102,600

EXHIBIT B




LAND SURVEYOR'S CERTIFICATE

A TRACT OF LAND BEING PART OF LOTS 2 AND 3 SOUTHPORT EAST REPLAT NINE, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

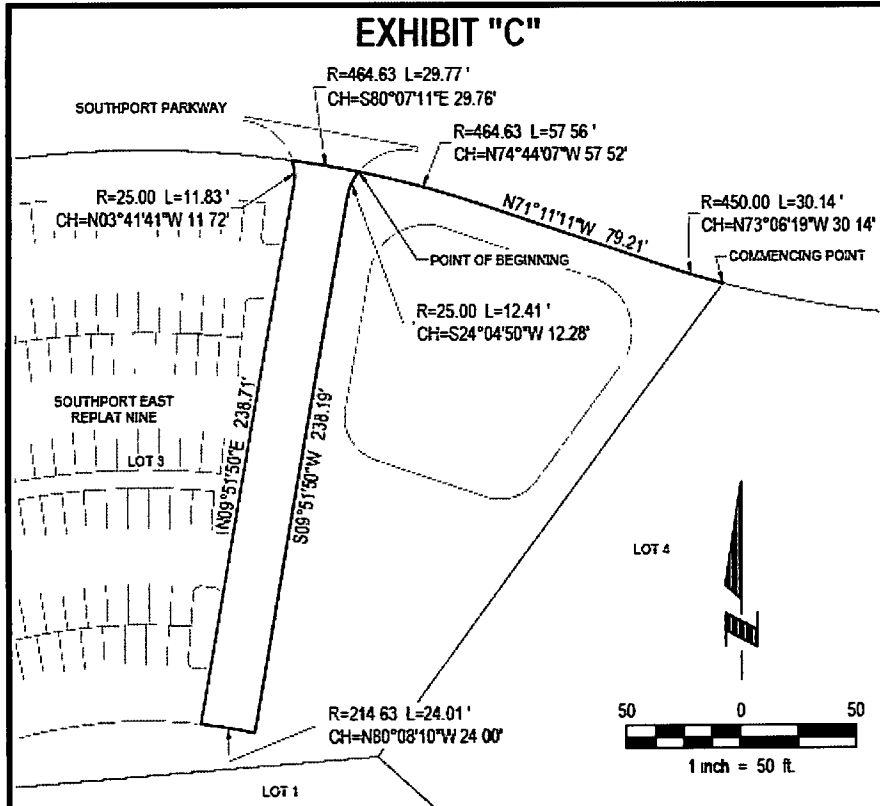
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, SOUTHPORT EAST REPLAT NINE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, SAID SOUTHPORT EAST REPLAT NINE, AND ALSO THE NORTHEAST CORNER OF SAID LOT 2, SOUTHPORT EAST REPLAT NINE; THENCE S35°48'49"W (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID LOT 1, SOUTHPORT EAST REPLAT NINE, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 2, SOUTHPORT EAST REPLAT NINE, A DISTANCE OF 12.03 FEET; THENCE N49°54'05"W, A DISTANCE OF 192.92 FEET, THENCE N57°13'03"W, A DISTANCE OF 47.12 FEET; THENCE N49°54'05"W, A DISTANCE OF 14.67 FEET; THENCE NORTH-WESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET, A DISTANCE OF 13.13 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N62°26'09"W, A DISTANCE OF 48.00 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N49°36'23"E, A DISTANCE OF 47.98 FEET, THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET, A DISTANCE OF 21.25 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S26°09'59"E, A DISTANCE OF 20.81 FEET, THENCE S46°27'21"E, A DISTANCE OF 74.51 FEET; THENCE S47°13'11"E, A DISTANCE OF 35.10 FEET; THENCE S49°54'05"E, A DISTANCE OF 141.89 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3, SOUTHPORT EAST REPLAT NINE, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 1, SOUTHPORT EAST REPLAT NINE; THENCE S85°29'24"W ALONG SAID SOUTH LINE OF LOT 3, SOUTHPORT EAST REPLAT NINE, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 1, SOUTHPORT EAST REPLAT NINE, A DISTANCE OF 17.09 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 7,217 SQUARE FEET OR 0.166 ACRES MORE OR LESS.

 <p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10200 Mid Valley Road, Suite 100 • Omaha, NE 68134 Phone: 402.826.4100 • Fax: 402.826.2600</p>	<p>WEST DRIVEWAY EASEMENT LOTS 2 AND 3 SOUTHPORT EAST REPLAT NINE SARPY COUNTY, NEBRASKA</p>	
	<p>Drawn by: FCE Checked by:</p>	<p>Date: 03/21/2016</p>
	<p>Job No.: P2016.058.001</p>	

m

EXHIBIT C



LAND SURVEYOR'S CERTIFICATE

A TRACT OF LAND BEING PART OF LOT 3, SOUTHPORT EAST REPEAT NINE, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, SOUTHPORT EAST REPEAT NINE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 4, SAID SOUTHPORT EAST REPEAT NINE, AND ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHPORT PARKWAY; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHPORT PARKWAY, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LOT 3, SOUTHPORT EAST REPEAT NINE ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A DISTANCE OF 30.14 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N73°06'19"W (ASSUMED BEARING), A DISTANCE OF 30.14 FEET; THENCE (2) N71°11'11"W, A DISTANCE OF 79.21 FEET; THENCE (3) NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 464.63 FEET, A DISTANCE OF 57.56 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N74°44'07"W, A DISTANCE OF 57.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A DISTANCE OF 12.41 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S24°04'50"W, A DISTANCE OF 12.28 FEET; THENCE S09°51'50"W, A DISTANCE OF 238.19 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 214.63 FEET, A DISTANCE OF 24.01 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N80°08'10"W, A DISTANCE OF 24.00 FEET; THENCE N09°51'50"E, A DISTANCE OF 238.71 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A DISTANCE OF 11.83 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N03°41'41"W, A DISTANCE OF 11.72 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHPORT PARKWAY, SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 3, SOUTHPORT EAST REPEAT NINE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHPORT PARKWAY, SAID LINE ALSO BEING SAID NORTHERLY LINE OF LOT 3, SOUTHPORT EAST REPEAT NINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 464.63 FEET, A DISTANCE OF 29.77 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S80°07'11"E, A DISTANCE OF 29.76 FEET TO THE POINT OF BEGINNING

SAID TRACT OF LAND CONTAINS AN AREA OF 6,024 SQUARE FEET OR 0.138 ACRES MORE OR LESS.

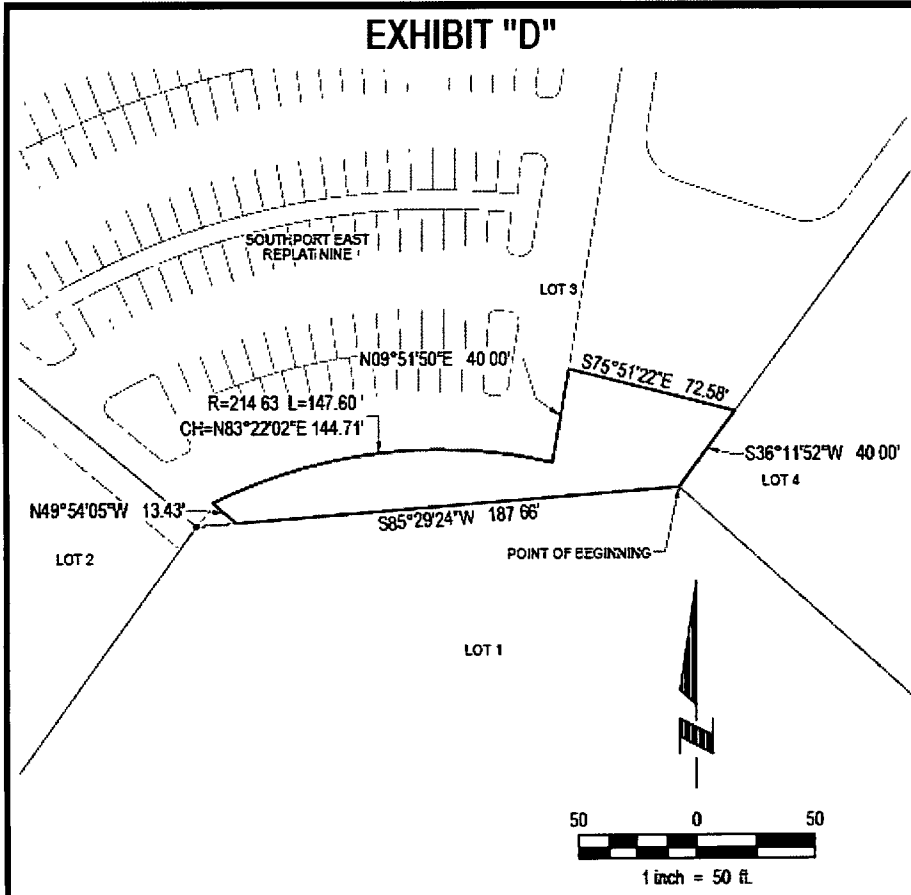


E & A CONSULTING GROUP, INC
 Engineering • Planning • Environmental & Field Services
 10200 Mid Valley Road, Suite 100 • Omaha, NE 68124 Phone: 472.26.4100 • Fax: 472.660.1200
 Drawn by: FCE Checked by: Date: 03/21/2016
 Job No.: P2016.053.001

EAST DRIVEWAY EASEMENT
 LOT 3
 SOUTHPORT EAST REPEAT NINE
 SARPY COUNTY, NEBRASKA

N

EXHIBIT D



LAND SURVEYOR'S CERTIFICATE

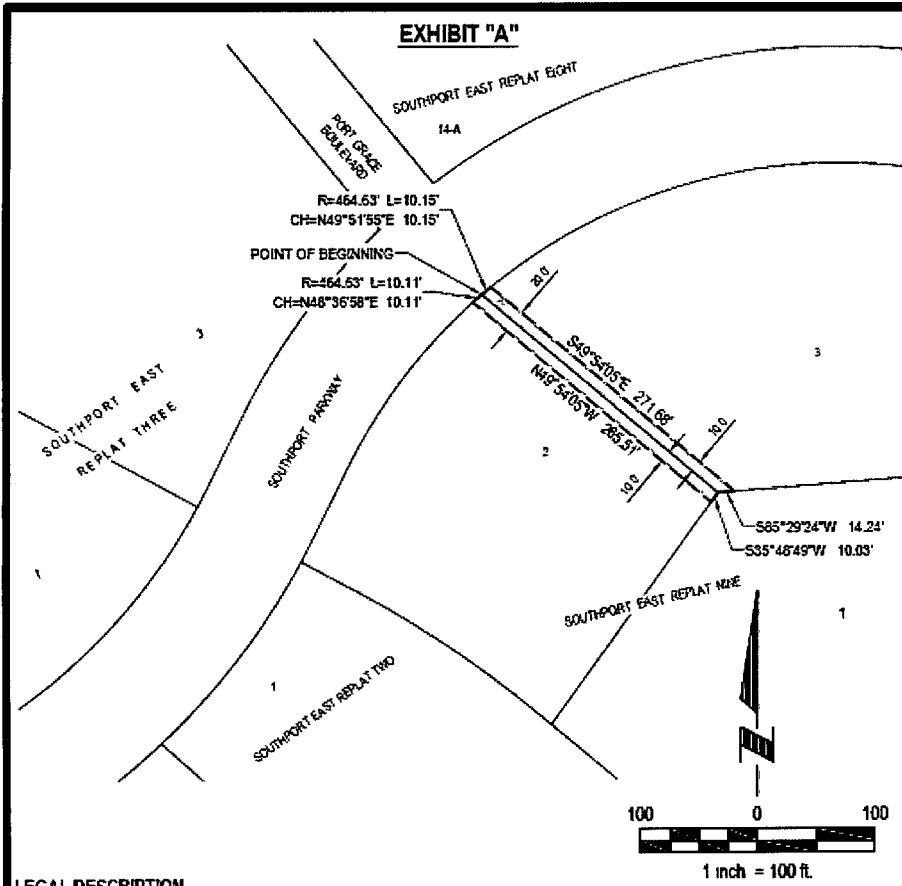
A TRACT OF LAND BEING PART OF LOT 3, SOUTHPORT EAST REPLAT NINE, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, SOUTHPORT EAST REPLAT NINE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, SAID SOUTHPORT EAST REPLAT NINE, AND ALSO ON THE WESTERLY LINE OF LOT 4, SAID SOUTHPORT EAST REPLAT NINE; THENCE S85°29'24"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT 3, SOUTHPORT EAST REPLAT NINE, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 1, SOUTHPORT EAST REPLAT NINE, A DISTANCE OF 187.66 FEET; THENCE N49°54'05"W, A DISTANCE OF 13.43 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 214.63 FEET, A DISTANCE OF 147.60 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N83°22'02"E, A DISTANCE OF 144.71 FEET; THENCE N09°51'50"E, A DISTANCE OF 40.00 FEET; THENCE S75°51'22"E, A DISTANCE OF 72.58 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 3, SOUTHPORT EAST REPLAT NINE, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 4, SOUTHPORT EAST REPLAT NINE; THENCE S36°11'52"W ALONG SAID EASTERLY LINE OF LOT 3, SOUTHPORT EAST REPLAT NINE, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 4, SOUTHPORT EAST REPLAT NINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 5,753 SQUARE FEET OR 0.132 ACRES MORE OR LESS.

 E & A CONSULTING GROUP, INC. <small>Engineering • Planning • Environmental & Field Services</small> <small>10209 140 Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.226.4720 • Fax: 402.226.2220</small>	SOUTH CROSS EASEMENT LOT 3 SOUTHPORT EAST REPLAT NINE <small>SARPY COUNTY, NEBRASKA</small>	
	Drawn by: FCE Checked by: _____ Job No.: P2016.058 001	Date: 03/21/2016

EXHIBIT E



LEGAL DESCRIPTION

A SANITARY SEWER EASEMENT LOCATED LOTS 2 AND 3, SOUTHPORT EAST REPLAT NINE, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

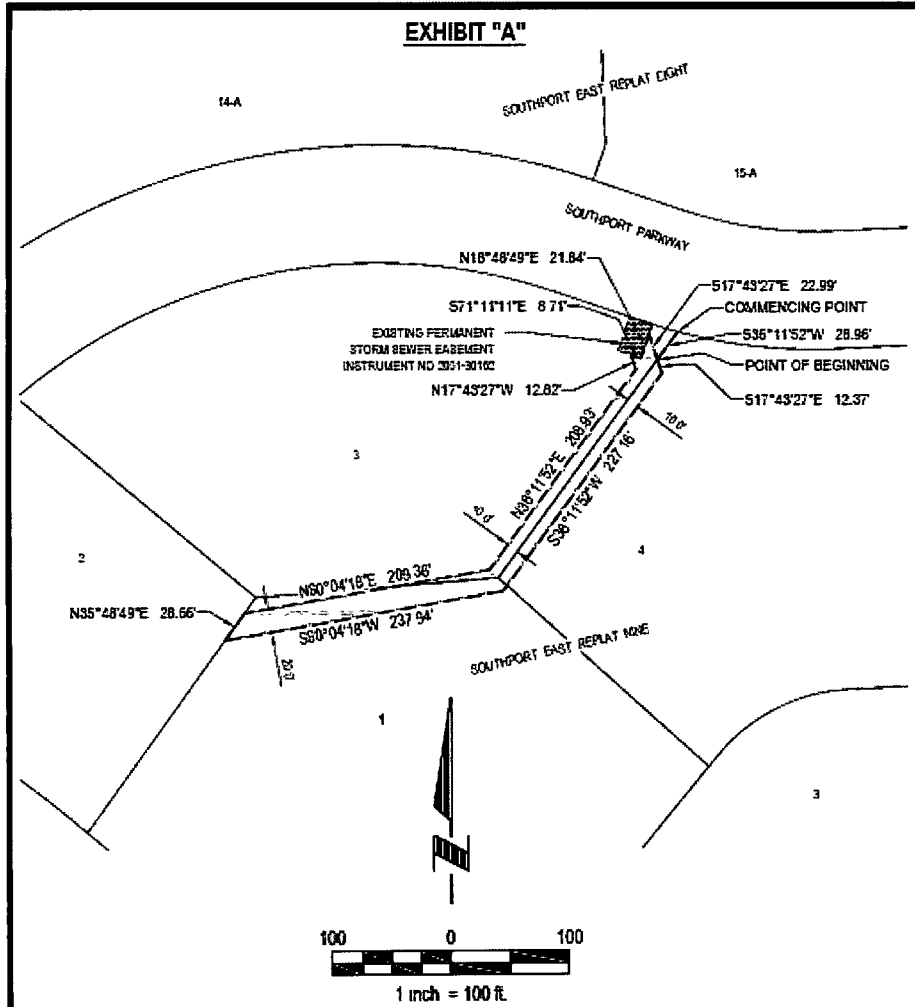
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, SOUTHPORT EAST REPLAT NINE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 3, SOUTHPORT EAST REPLAT NINE, SAID POINT ALSO BEING ON THE SOUTHERLY LINE RIGHT-OF-WAY LINE OF SOUTHPORT PARKWAY; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 3, SOUTHPORT EAST REPLAT NINE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHPORT PARKWAY ON A CURVE TO THE RIGHT WITH A RADIUS OF 464.63 FEET, A DISTANCE OF 10.15 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N49°51'55"E (ASSUMED BEARING), A DISTANCE OF 10.15 FEET; THENCE S49°54'05"E, A DISTANCE OF 271.68 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 SOUTHPORT EAST REPLAT NINE, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 1, SAID SOUTHPORT EAST REPLAT NINE, THENCE S85°29'24"W ALONG SAID SOUTH LINE OF LOT 3, SOUTHPORT EAST REPLAT NINE, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 1, SOUTHPORT EAST REPLAT NINE. A DISTANCE OF 14.24 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, SOUTHPORT EAST REPLAT NINE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 2, SOUTHPORT EAST REPLAT NINE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, SOUTHPORT EAST REPLAT NINE; THENCE S35°48'49"W ALONG THE SOUTH LINE OF SAID LOT 2, SOUTHPORT EAST REPLAT NINE, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1, SOUTHPORT EAST REPLAT NINE, A DISTANCE OF 10.03 FEET, THENCE N49°54'05"W, A DISTANCE OF 265.51 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, SOUTHPORT EAST REPLAT NINE, SAID POINT ALSO BEING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHPORT PARKWAY, THENCE NORTHEASTERLY ALONG SAID NORTH LINE OF LOT 2, SOUTHPORT EAST REPLAT NINE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHPORT PARKWAY ON A CURVE TO THE RIGHT WITH A RADIUS OF 464.63 FEET, A DISTANCE OF 10.11 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N48°36'58"E, A DISTANCE OF 10.11 FEET TO THE POINT OF BEGINNING.

SAID STORM SEWER EASEMENT CONTAINS 5,319 SQUARE FEET OR 0.122 ACRES, MORE OR LESS

<p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 2320 Mid Valley Road Suite 100 • Omaha, NE 68154 Phone: 402.626.4500 • Fax: 402.626.2540</p>	SAN SEWER EASEMENT	
	LOTS 2 & 3, SOUTHPORT EAST REPLAT NINE SARPY COUNTY, NEBRASKA	
Drafted by: CJV Checked by: _____ Date: 11-01-2017 Job No.: P2000.030.030		

2018-06271 P

EXHIBIT F



LEGAL DESCRIPTION

A STORM SEWER EASEMENT LOCATED LOTS 1, 3 AND 4, SOUTHPORT EAST REPLAT NINE, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, SOUTHPORT EAST REPLAT NINE. SAID POINT ALSO BEING THE NORTHWEST OF SAID LOT 4, SOUTHPORT EAST REPLAT NINE, SAID POINT ALSO BEING ON THE SOUTHERLY LINE RIGHT-OF-WAY LINE OF SOUTHPORT PARKWAY, THENCE S36°11'52"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 3, SOUTHPORT EAST REPLAT NINE, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 4, SOUTHPORT EAST REPLAT NINE. A DISTANCE OF 28.96 FEET TO THE POINT OF BEGINNING; THENCE S17°43'27"E. A DISTANCE OF 12.37 FEET, THENCE S36°11'52"W, A DISTANCE OF 227.16 FEET, THENCE S80°04'18"W, A DISTANCE OF 237.94 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, SOUTHPORT EAST REPLAT NINE, SAID POINT ALSO BEING ON THE SOUTH LINE OF LOT 2, SAID SOUTHPORT EAST REPLAT NINE; THENCE N35°48'49"E ALONG SAID WEST LINE OF LOT 1, SOUTHPORT EAST REPLAT NINE, SAID LINE ALSO BEING SAID SOUTH LINE OF LOT 2, SOUTHPORT EAST REPLAT NINE, A DISTANCE OF 28.66 FEET; THENCE N60°04'18"E, A DISTANCE OF 209.36 FEET; THENCE N36°11'52"E, A DISTANCE OF 208.93 FEET; THENCE N17°43'27"W, A DISTANCE OF 12.82 FEET; THENCE S71°11'11"E, A DISTANCE OF 8.71 FEET; THENCE N18°48'49"E, A DISTANCE OF 21.84 FEET; THENCE S17°43'27"E, A DISTANCE OF 22.99 FEET TO THE POINT OF BEGINNING.

SAID STORM SEWER EASEMENT CONTAINS 9,221 SQUARE FEET OR 0.212 ACRES, MORE OR LESS.

 <p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10000 Mill Valley Road Suite 100 • Omaha, NE 68154 Phone: 402.526.4700 • Fax: 402.526.2600</p>	<p>STORM SEWER EASEMENT LOTS 1, 3 & 4, SOUTHPORT EAST REPLAT NINE SARPY COUNTY, NEBRASKA</p>	
	<p>Drawn by: CJV Chkd by: _____ Date: 11-01-2017</p> <p>Job No.: P2000.030.030</p>	