

NUM PAGES 6
 DC STA: PD
 FEES 30.50 PD X CHG RET
 TOTAL 30.50
 OK NUM 2464 BY DAKOTA
 REC'D RETURN DAKOTA TITLE & ESCROW
 ATTN: TOM WEBSTER
 1246 GOLDEN GATE DR
 PAPPILLION NE 68046

TRACT INDEX ✓
 COMPUTER ✓
 COMPARED ✓
 PAGED ✓

992865
 22-4-6

State of Nebraska, Gage County ss. Entered in Numerical Index and filed for record the 14th day of July 1999 at 8:45 o'clock A.M. and recorded as INSTRUMENT NO. 992865

ACCESS EASEMENT

Rich E. Adams
 Register of Deeds

THIS ACCESS EASEMENT is entered into as of the 28th day of JUNE, 1999, by and between **WAL-MART STORES, INC.**, a Delaware corporation with an address of 702 S.W. 8th Street, Bentonville, AR 72716 ("Wal-Mart"); and **RDB Enterprises** *DL*, a Nebraska partnership with an address of 3600 North Sixth Street, Beatrice, NE 68310 ("Grantor").

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract or parcel of land situated in the City of **Beatrice**, County of **Gage**, State of **Nebraska**, identified as the Access Area on the site plan attached hereto as Exhibit "A" ("Access Area") and more fully described on Exhibit "B"; and

WHEREAS, Wal-Mart is the owner of that tract or parcel of land in the same city, county, and state, which tract lies adjacent to the Property and is identified as the "Wal-Mart Property" on Exhibit "A" and more fully described on Exhibit "C" which tract; and

WHEREAS, Wal-Mart has requested from Grantor, and Grantor is desirous of granting to Wal-Mart, a non-exclusive easement for pedestrian and vehicular ingress and egress over and across that portion identified as the Access Area on Exhibit "A" and more fully described on Exhibit "B".

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, Grantor does hereby grant to Wal-Mart a non-exclusive easement for vehicular and pedestrian ingress and egress over and across the Access Area for access to and from the Property, subject to the following terms and conditions to which the parties hereto do hereby agree:

1. **Use of Access Area.** The ingress and egress rights granted hereby may be used non-exclusively by, and are limited to, Wal-Mart, its tenants, licensees, customers, employees, vendors, and suppliers associated with the business operation to be located on the Wal-Mart Property.

2. **Maintenance.** (a) Grantee shall maintain and/or repair the Access Area at its sole expense.

992865

166

992865

3. **Indemnification.** A. Grantor shall indemnify and hold harmless Wal-Mart from any damages or liability to persons or property that might arise from the use of the Access Area by Grantor, its customers, suppliers, employees, and tenants or anyone else using the Access Area for ingress and egress to and from the Wal-Mart Property. Grantor further agrees that Grantor will at all times during the duration of this easement maintain and pay for comprehensive general liability insurance affording protection to Wal-Mart and Grantor naming Wal-Mart as an additional insured on the policy or policies for a combined bodily injury and property damage limit of liability not less than \$1,000,000.00 for each occurrence. Grantor further agrees, upon request to deliver to Wal-Mart a certificate or certificates from an insurance company or insurance companies satisfactory to Wal-Mart evidencing the existence of such insurance and naming Wal-Mart as an additional insured.

B. Wal-Mart shall indemnify and hold harmless Grantor from any damages or liability to persons or property that might arise from the use of the Access Area by Wal-Mart, its customers, suppliers, employees, and tenants or anyone else using the Access Area for ingress and egress to and from the Wal-Mart Property. Wal-Mart has the right to self-insure.

4. **Public Grant.** Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

5. **Duration.** The agreements contained herein and the rights granted hereby shall run with the titles to the Wal-Mart Property and the Access Area and shall bind and enure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

6. **Change of Ownership.** In the event Grantor conveys or transfers title to the Access Area to another party, Wal-Mart shall be notified thereof within thirty (30) days thereafter. Wal-Mart shall be provided the name and address of such transferee.

7. **Effective Date.** This instrument shall become effective upon the date written above.

8. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

(Signature page to follow)

992865

992865

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

WAL-MART STORES, INC.
a Delaware corporation

ATTEST:

J. Scott Greear
J. Scott Greear
Assistant Secretary

BY: Carl Ownbey
Anthony L. Fuller Carl Ownbey
TITLE: Vice President
Director of Real Estate

WITNESS OR ATTEST:

[Signature]

RDB Enterprises
A Nebraska partnership

BY: Dennis Boesiger
Print Name: Dennis Boesiger

TITLE: Partner

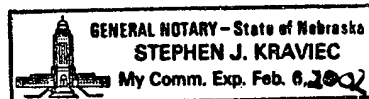
State of Nebraska
County of Gage

The foregoing instrument was acknowledged before me this 28th day of June 1999 by Dennis Boesiger, Partner of ROB Enterprises, A Nebraska Partnership.

Grantor and its assigns reserves the right to construct a structure on its real estate directly adjacent to the easement real estate to preclude Grantor, its customers, suppliers, employees, tenants or anyone else from using the access area for ingress and egress. Upon such event the indemnification paragraph (3) of this easement shall cease.

DLB

[Signature]
Notary Public



Feb 6 2002

992865



992865
EXHIBIT "A"

Site Plan

"Copyright 1995 by CEI Engineering Assoc., INC."



ENGINEERING ASSOCIATES, INC.
PLANNERS SURVEYORS

INITIAL DESIGN	9-22-98	PRN	PM	DES	DRW
DATE					

110 W. Central Ave.
Bentonville, AR 72712

(501) 273-9472
FAX (501) 273-0844

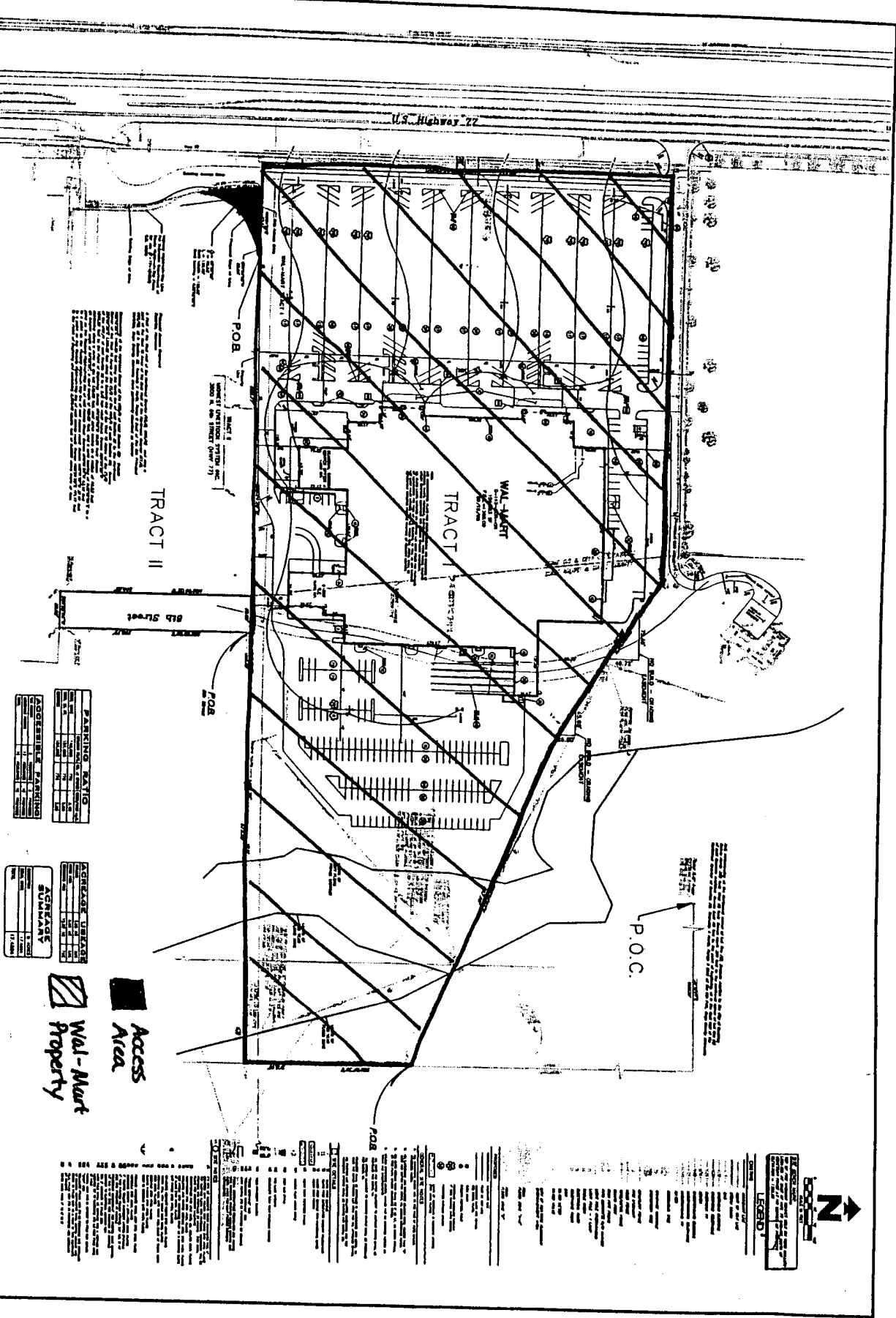
JOB NO.: 13796.0
DWG NAME: 3796EX9

EXHIBIT "B"

SOUTH ACCESS DRIVE
NEBRASKA

DATE: 12-16-98
2:52 PM

SHEET NO.
1 OF 1



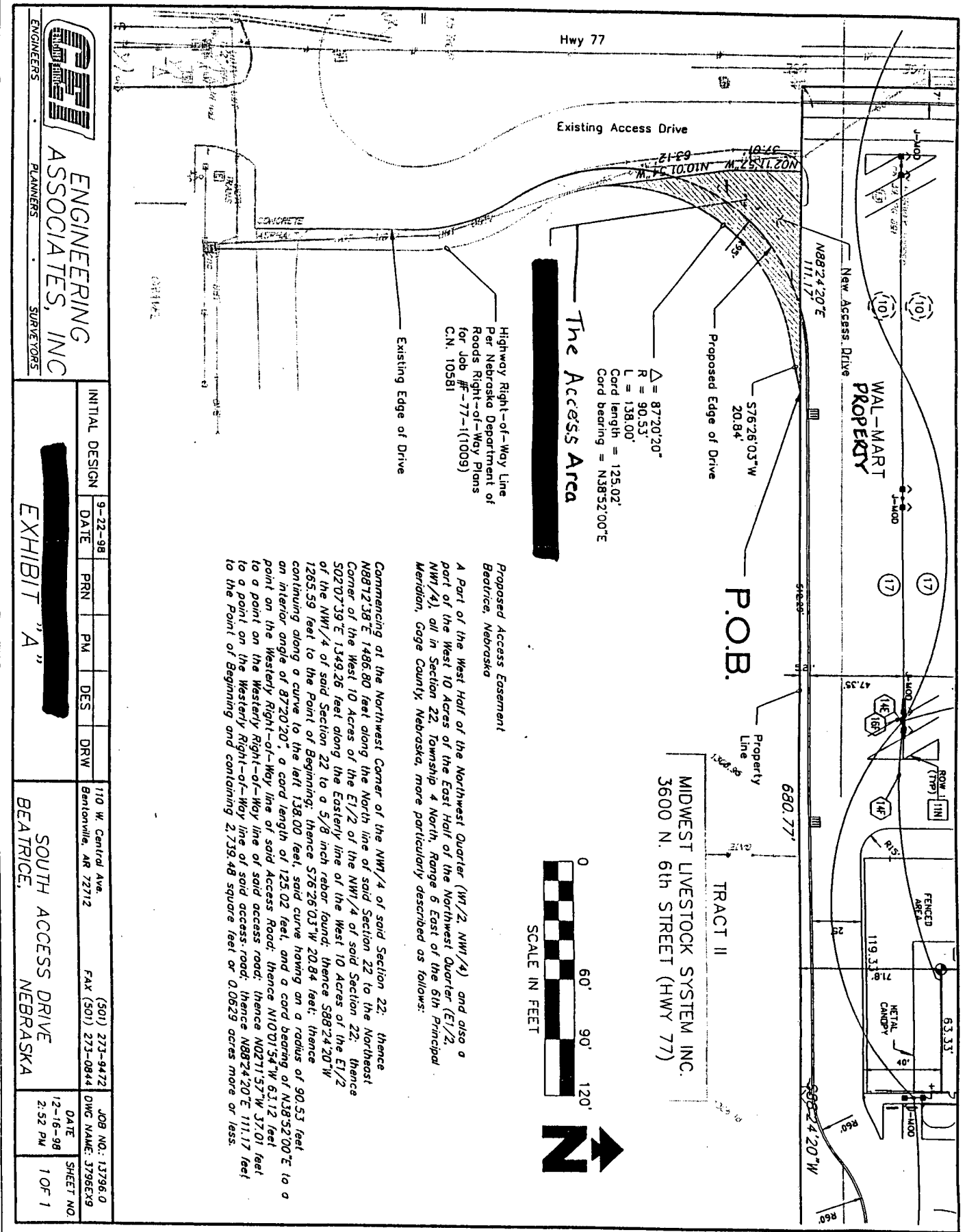
992865

169

992865
EXHIBIT "B"

Access Area
(Access Area legal description)

"Copyright 1995 by CEI Engineering Assoc., INC."



CEI ENGINEERING ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

INITIAL DESIGN	9-22-98	DATE	PRN	PM	DES	DRW
EXHIBIT "A"						

110 W. Central Ave. Bentonville, AR 72712	(501) 273-9472 FAX (501) 273-0844	JOB NO.: 13796.0 DWG NAME: 3796EX9	DATE: 12-16-98 2:52 PM	SHEET NO.: 1 OF 1
--	--------------------------------------	---------------------------------------	---------------------------	-------------------

Proposed Access Easement
Beatrice, Nebraska

A Part of the West Half of the Northwest Quarter (NW/2, NW1/4) and also a part of the West 10 Acres of the East Half of the Northwest Quarter (E1/2, NW1/4), all in Section 22, Township 4 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of the NW1/4 of said Section 22; thence N88°12'38"E 1486.80 feet along the North line of said Section 22 to the Northeast Corner of the E1/2 of the NW1/4 of said Section 22; thence S02°07'39"E 1349.26 feet along the Easterly line of the West 10 Acres of the E1/2 of the NW1/4 of said Section 22 to a 5/8 inch rebar found; thence S88°24'20"W 1265.59 feet to the Point of Beginning; thence S76°26'03"W 20.84 feet; thence continuing along a curve to the left 138.00 feet, said curve having a radius of 90.53 feet, an interior angle of 87°20'20", a cord length of 125.02 feet, and a cord bearing of N38°52'00"E to a point on the Westerly Right-of-Way line of said Access Road; thence N10°01'54"W 63.12 feet to a point on the Westerly Right-of-Way line of said access road; thence N02°11'57"W 37.01 feet to a point on the Westerly Right-of-Way line of said access road; thence N88°24'20"E 1111.17 feet to the Point of Beginning and containing 2.739.48 square feet or 0.0629 acres more or less.

992865

992865
EXHIBIT "C"

Wal-Mart Property
(WM legal description)

Survey Description
Beatrice, Nebraska

A Part of the West Half of the Northwest Quarter (W1/2, NW1/4) and also a part of the West 10 Acres of the East Half of the Northwest Quarter (E1/2, NW1/4), all in Section 22, Township 4 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of the NW1/4 of said Section 22; thence N88°12'38"E 1486.80 feet along the North line of said Section 22 to the Northeast Corner of the West 10 Acres of the E1/2 of the NW1/4 of said Section 22; thence S02°07'39"E 1084.07 feet along the Easterly line of the West 10 Acres of the E1/2 of the NW1/4 of said Section 22 to a 5/8 inch rebar found at the Point of Beginning; thence continuing along said Easterly line S02°07'39"E 265.19 feet to a found 5/8 inch rebar; thence S88°24'20"W 1418.76 feet along a line 1302.94 feet Northerly and parallel with the Southerly line of the NW1/4 of said Section 22 to the Easterly Right-of-Way line of U.S. Highway 77; thence N02°02'43"W 652.60 feet along the Easterly Right-of-Way line of U.S. Highway 77; thence N88°15'57"E 634.22 feet to a found 5/8 inch rebar; thence S58°39'56"E 282.90 to a found 5/8 inch rebar; thence S68°26'07"E 597.95 feet to the Point of Beginning and containing 760,509.94 square feet or 17.4589 acres, more or less.

992865