

FILED
CASS COUNTY, NE.

2018 JUL 30 AM 10: 08

BK 143 OF 68 PG 989

David Jordan
REGISTER OF DEEDS

3473 & 462

7P1

After recording, return to:
Andrew M. Collins
Erickson | Sederstrom, P.C.
10330 Regency Parkway Drive, Suite 100
Omaha, NE 68114

MAINTENANCE EASEMENT AGREEMENT

THIS MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is entered into effective as of June 28, 2018, by and between **HOLCO, LLC**, a Nebraska limited liability company (collectively, "Grantor"), and **MICHAEL J. BENKER AND DANELLE BENKER**, husband and wife ("Grantee").

WHEREAS, Grantor owns the parcel of real property located in Cass County, Nebraska and legally described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Grantor Parcel");

WHEREAS, Grantee owns the parcel of real property located in Cass County, Nebraska and legally described on Exhibit "B," attached hereto and incorporated herein by reference (the "Grantee Parcel");

WHEREAS, Grantor and Grantee desire to provide for Grantee certain rights on, to and across a portion of the Grantor Parcel legally described and depicted on Exhibit "C," attached hereto and incorporated herein by this reference (the "Easement Area"); and

Whereas, Grantor and Grantee are parties to that certain Access Easement Agreement of even date herewith, wherein Grantee granted Grantor an easement in certain real property legally described and depicted on Exhibit "D," attached hereto and incorporated herein by this reference (the "Access Easement").

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the mutual covenants and agreements set forth below together with the foregoing recitals, which are made a contractual part hereof, the parties hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, for the benefit of Grantee and Grantee's successors, transferees, assigns, employees, agents and invitees and for the benefit of the Grantee Parcel, a permanent non-exclusive appurtenant easement for the purposes of creating, constructing, installing, maintaining, repairing, replacing, preserving and renewing landscaping, plant materials, trees, berms, fences, culverts and similar improvements, over, upon along, in and across the Easement Area, together with a right of ingress, egress and access to the Easement area in favor of Grantee and Grantee's employees, contractors, agents and licensees for the purpose of exercising the rights granted herein (the "Easement").

2. **Maintenance.** Grantee shall be solely responsible for performing all maintenance and repairs necessary to keep the Easement Area in good condition and repair at all times and to keep the same in a neat and safe condition free of accumulated paper, debris and other refuse. Grantee shall perform all necessary repairs and maintenance in such a way as to minimize disruption to the Grantor Parcel and Easement Area and Grantor's access thereto and operations thereon, specifically maintaining the Easement Area in such a way that a semi-truck with a trailer of forty (40) feet can turn on and off the Access Easement and use the Easement Area to access the Grantor Parcel and the cropland thereon. Grantee agrees to maintain the location of the culvert currently constructed on the Easement Area and relocate, move or change such culvert's configuration only with Grantor's prior written approval.

3. **Real Estate Taxes.** In the event the property class designation on the Easement Area is changed from "Agricultural," any increase in the real estate taxes respecting the Easement Area shall be borne by Grantee.

4. **Run with the Land.** The Easement hereby reserved and granted and the covenants and agreements contained in this Agreement shall be perpetual and shall be deemed appurtenant to and running with the land, inuring to the benefit of, and binding upon, the parties hereto and their respective heirs, successors and assigns, including, without limitation, all such current and future owners of the Grantor Parcel and Grantee Parcel. Nothing contained herein shall be deemed to have granted or dedicated a public right-of-way for any general or specific use of the Easement by the public at large.

5. **Counterparts.** This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on all the parties hereto notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart.

6. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement shall not be modified except by a written instrument signed by the party against whom enforcement is sought.

[SEPARATE SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

GRANTOR:

HOLCO, LLC, a Nebraska limited liability company,

By: [Signature]
Ronald R. Hollins, MD, Member

By: [Signature]
Susan C. Hollins, Member

GRANTEE:

MICHAEL J. BENKER AND DANELLE BENKER, husband and wife,

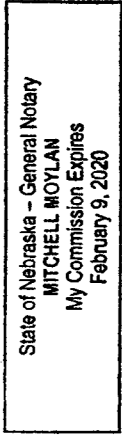
[Signature]
Michael J. Benker

[Signature]
Danelle Benker

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22 day of June, 2018, by Michael J. Benker and Danelle Benker, husband and wife.

WITNESS my hand and Notarial Seal this 22 day of June, 2018.



[Signature]
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22 day of June 2018, by Ronald R. Hollins and Susan C. Hollins, Members of Holco, LLC, a Nebraska limited liability company, on behalf of the company.

WITNESS my hand and Notarial Seal this 22 day of June, 2018.



[Signature]
Notary Public

EXHIBIT "A"

GRANTOR PARCEL

A parcel of land being part of the Southwest Quarter of the Northeast Quarter, and part of the Southeast Quarter of the Northwest Quarter, and part of the Northeast Quarter of the Southwest Quarter, all in Section 6, Township 11 North, Range 9 East of the Sixth P.M., Cass County, Nebraska, being described as follows:

Commencing at the North Quarter Corner of said Section 6; thence S00°40'01"W (assumed bearing) on the East Line of the Northeast Quarter of the Northwest Quarter of said Section 6, a distance of 1314.71 feet to the Northeast Corner of the Southeast Quarter of the Northwest Quarter of said Section 6, this being the true point of beginning; thence N89°35'05"W on the North Line of said Southeast Quarter Northwest Quarter; thence S01°14'50"W on the West Line of the Northeast Quarter of the Southwest Quarter of said Section 6, distance of 716.25 feet to a point on the Northwesterly Right-of-Way Line of the BNSF Railroad; thence N62°23'21"E on said Northwesterly Right-of-Way Line, a distance of 859.08 feet to a point of curvature; thence northeasterly continuing on said Northwesterly Right -of-Way Line on a 7564.45 foot radius curve to the left an arc distance of 45.96 feet to the Southwest Corner of a parcel of land previously described and recorded in Deed Book 177, page 774 of the Cass County Register of Deed's records, the chord of said curve bears N57°33'20"E 45.96 feet; thence on the perimeter of said parcel as follows; N01°23'31"E 179.95 feet, N87°24'59"W 143.22 feet, N04°49'46"W 265.35 feet, S87°18'25"E 294.98 feet, S11°40'34"W 167.25 feet, S21°54'52"W 85.84 feet, S06°04'19"W 70.59 feet, S09°40'08"E 76.94 feet to the Southeast Corner of said parcel, said corner also being on the Northwesterly Right-of-Way Line of the BNSF Railroad; thence northeasterly continuing on said Northwesterly Right-of-Way Line on a 7564.45 foot radius curve to the left an arc distance of 578.81 feet to a point on the West Line of the Southwest Quarter of the Northeast Quarter of said Section 6, the chord distance of said curve bears N54°31'44"E 578.67 feet; thence N00°40;01"E on said West Line, a distance of 31.90 feet; thence northeasterly continuing on said Northwesterly Right-of-Way Line on a 7539.45 foot radius curve to the left an arc distance of 1695.86 feet to a point on the North Line of said Southwest Quarter Northeast Quarter, the chord of said curve bears N45°44'33"E 1692.29 feet; thence N89°34'49"W on said North Line, a distance of 1198.22 feet to the true point of beginning, containing 66.30 acres, more or less.

EXHIBIT "B"

GRANTEE PARCEL

A parcel of Land located in the West Half of Section 6, Township 11 North, Range 9 East of the Sixth P.M., Cass County, Nebraska, being described as follows: Commencing at the Southeast Corner of the Northwest Quarter of said Section 6; thence N89°35;13:W (assumed bearing) on the South Line of said Northwest Quarter, a distance of 426.31 feet to the true point of beginning; thence S06°31'44"W, a distance of 155.26 feet; thence S62°08'44"W, a distance of 42.19 feet to a point on the East Line of a tract of land previously described and recorded in Deed Book 177, page 774 of the Cass County Register of Deed's records; thence S09°40'08"E on said East Line, a distance of 66.32 feet to the Southeast Corner of said tract, said corner also being on the Northwesterly Right-of-Way Line of the BNSF Railroad; thence southwesterly on the South line of said tract, and said Northwesterly Right-of-Way Line, on a 7564.45 foot radius curve to the right an arc distance of 87.21 feet to the Southwest Corner of said tract, the chord of said curve bears S57°03'04"W 87.21 feet; thence N01°23'31"E on the West Line of said tract, a distance of 81.09 feet; thence S62°08'44"W, a distance of 168.34 feet; thence N04°23'47"W, a distance of 456.78 feet; thence N89°55'57"E, a distance of 318.50 feet; thence S06°31'44"W, a distance of 172.57 feet to the true point of beginning, containing 2.64 acres, more or less.

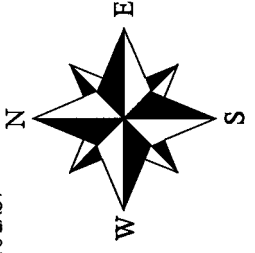
EXHIBIT "C"

EASEMENT AREA

Part of the Northeast Quarter of the Southwest Quarter of Section 6, Township 11 North, Range 9 East of the Sixth P.M., Cass County, Nebraska, being described as follows: Commencing at the Southeast Corner of the Northwest Quarter of said Section 6; thence N89°35'13"W (assumed bearing) on the South Line of said Northwest Quarter, a distance of 426.31 feet to a point on the East Line of Lot 1, Benker Administrative Subdivision, as platted in said Section 6; thence S06°31'44"W on said East Line, a distance of 155.26 feet; thence S62°08'44"W continuing on said East Line, a distance of 42.19 feet; thence S09°40'08"E continuing on said East Line, a distance of 66.32 feet to the Southeast Corner of said Lot 1, said corner also being on the Northwesterly Right-of-Way Line of the BNSF Railroad; thence southwesterly on the South Line of said Lot 1 and said Northwesterly Right-of-Way Line, on a 7564.45 foot radius curve to the right an arc distance of 87.21 feet to the Southwest Corner of said Lot 1 and the true point of beginning, the chord of said curve bears S57°03'04"W 87.21 feet; thence N01°23'31"E on the West Line of said Lot 1, a distance of 81.09 feet; thence S62°08'44"W continuing on said West Line, a distance of 168.34 feet; thence S04°23'47"E, a distance of 80.60 feet to a point on said Northwesterly Right-of-Way Line; thence N62°23'21"E on said Northwesterly Right-of-Way Line, a distance of 115.00 feet; thence northeasterly on said Northwesterly Right-of-Way Line, on a 7564.45 foot radius curve to the left an arc distance of 45.96 feet to the true point of beginning, the chord of said curve bears N57°33'20"E 45.96 feet.

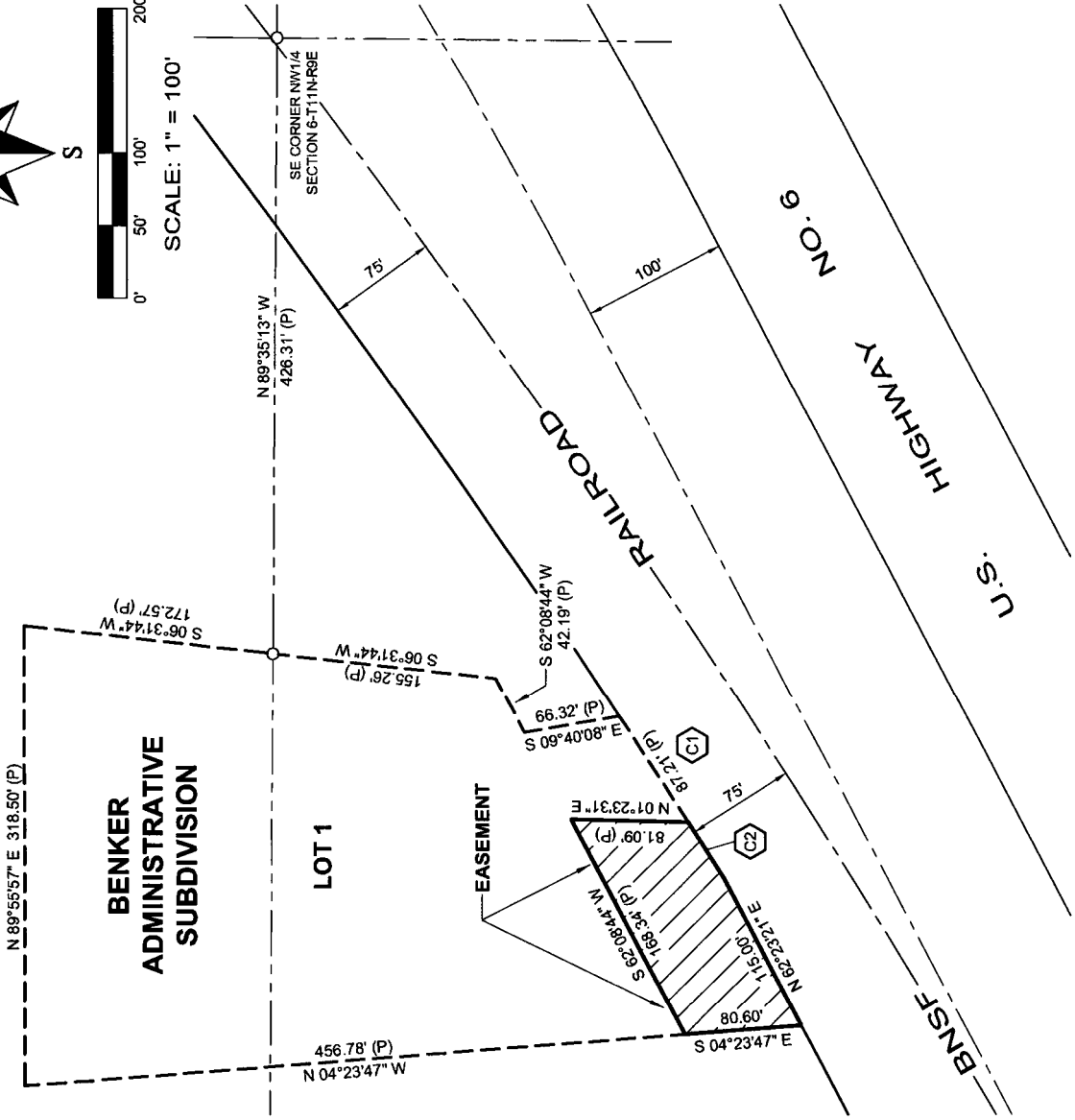
EASEMENT PLAT

PART OF THE NE¹/₄ OF SECTION 6, TOWNSHIP 11 NORTH, RANGE 9 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA



SCALE: 1" = 100'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	7564.45' (P)	87.21' (P)	87.21' (P)	S 57°03'04" W
C2	7564.45'	45.96'	45.96'	N 57°33'20" E



EASEMENT DESCRIPTION:

Part of the Northeast Quarter of the Southwest Quarter of Section 6, Township 11 North, Range 9 East of the Sixth P.M., Cass County, Nebraska, being described as follows: Commencing at the Southeast Corner of the Northwest Quarter of said Section 6; thence N89°35'13"W (assumed bearing) on the South Line of said Northwest Quarter, a distance of 426.31 feet to a point on the East Line of Lot 1, Benker Administrative Subdivision, as platted in said Section 6; thence S06°31'44"W on said East Line, a distance of 155.26 feet; thence S62°08'44"W continuing on said East Line, a distance of 42.19 feet; thence S09°40'08"E continuing on said East Line, a distance of 66.32 feet to the Southeast Corner of said Lot 1, said corner also being on the Northwesterly Right-of-Way Line of the BNSF Railroad; thence southwesterly on the South Line of said Lot 1 and said Northwesterly Right-of-Way Line, on a 7564.45 foot radius curve to the right an arc distance of 87.21 feet to the Southwest Corner of said Lot 1 and the true point of beginning, the chord of said curve bears S57°03'04"W 87.21 feet; thence N01°23'31"E on the West Line of said Lot 1, a distance of 81.09 feet; thence S62°08'44"W continuing on said West Line, a distance of 168.34 feet; thence S04°23'47"E, a distance of 80.60 feet to a point on said Northwesterly Right-of-Way Line; thence N62°23'11"E on said Northwesterly Right-of-Way Line, a distance of 115.00 feet; thence northeasterly on said Northwesterly Right-of-Way Line, on a 7564.45 foot radius curve to the left an arc distance of 45.96 feet to the true point of beginning, the chord of said curve bears N57°33'20"E 45.96 feet.

APEX
LAND SURVEYING, LLC

Danny Martinez, RLS
125 N. Clamar Ave.
Fremont, Nebraska 68025
(402) 720-9339 Office / Mobile
dann.surveying@gmail.com

Client: Michael & Danelle Benker	
Date: 03/05/2018	Project No.: 009-2018
Scale: 1" = 100'	Drawing File: 11-061109-Benker-Hollins-EasementPlat.dwg
Sheet: 1 of 1	Issue No.: 1