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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/23/2012 10:36:14.00



2012027891

**STORM WATER DRAINAGE AND
SANITARY SEWER EASEMENT AND
SANITARY SEWER SERVICE LINE EASEMENT
AGREEMENT**

This Storm Water Drainage and Sanitary Sewer Easement and Sanitary Sewer Service Line Easement Agreement ("Agreement") is made and entered into this 21 day of March, 2012, by and between Menard, Inc., a Wisconsin corporation ("Menard") and Family Focus Federal Credit Union, a federally chartered credit union ("Family Focus").

WHEREAS, Menard is the owner of that certain parcel of land legally described on Exhibit "A" attached hereto and incorporated herein ("Menard Parcel").

WHEREAS, Menard is the owner of those certain parcels of land legally described on Exhibit "B" attached hereto and incorporated herein ("Other Parcels").

WHEREAS, Family Focus is the owner of that certain parcel of land legally described on Exhibit "C" attached hereto and incorporated herein ("Family Focus Parcel"). (The Menard Parcels, the Other Parcels and the Family Focus Parcel are sometimes referred to herein individually as a "Parcel" and collectively as the "Parcels".)

WHEREAS, Menard is the owner of that certain parcel of land legally described on Exhibit "D" attached hereto and incorporated herein ("Outlot B").

WHEREAS, Menard has constructed a storm water detention pond on Outlot B, generally as depicted on the conceptual site plan attached hereto and incorporated herein by reference as Exhibit "E", and associated inlet, outlet and transmission facilities (collectively, the "Detention Pond").

WHEREAS, the parties desire to use, operate, maintain, repair and replace the Detention Pond.

WHEREAS, Family Focus desires to construct, use, operate, maintain, repair and replace a sanitary sewer connection or service line ("Sanitary Sewer Service Line") from the Family Focus Parcel, under and across a portion of the Other Parcels to the main Sanitary Sewer Line, as depicted in the drawing attached hereto and marked as Exhibit F (the "Sanitary Sewer Service Line").

WHEREAS, in order to provide for the use, operation, maintenance, repair and replacement of the Detention Pond and the Sanitary Sewer Service Line, and the development of the Parcels, the parties desire to grant certain easements and to establish certain rights, duties, obligations and responsibilities regarding the Detention Pond and the Sanitary Sewer Service Line.

NOW, THEREFORE, the parties, in consideration of their respective undertakings, for themselves and their respective successors and assigns, hereby covenant and agree, each with the other as follows:

ARTICLE ONE STORM WATER DRAINAGE EASEMENT

1.1 **Grant of Drainage Easement.** Menard hereby grants to each Parcel owner, for the benefit of its Parcel, a permanent, nonexclusive easement ("Drainage Easement") upon, over, under, through and across the Detention Pond, and upon, over, under, through and across those portions of the Parcels on which future storm water transmission lines are installed. The Drainage Easement shall be used by each Parcel owner, its successors and assigns, for the sole purpose of discharging storm water drainage and/or runoff from its Parcel, provided that all such discharge shall be in compliance at all times with all applicable governmental requirements and mandates. Menard reserves the right to relocate the Detention Pond and/or any portion of the Drainage Easement at its sole cost, provided that storm water drainage and/or runoff from each Parcel shall not be unreasonably affected.

1.2 **Use of the Properties.** Use of the Drainage Easement is not confined to the present or any particular future use of the properties benefited or burdened thereby.

1.3 **Legal Descriptions.** If at any time a party to this Agreement shall desire a recorded legal description of the Drainage Easement, said party may, at its sole cost and expense, generate and record said description, the other party, or parties, hereto shall cooperate in the generation and recording, including signing all necessary documents.

1.4 **Indemnification.** Each Parcel owner shall indemnify each other, and its successor and assigns, from and against all claims, losses, liabilities, actions, proceedings, costs and expenses, including reasonable attorneys' fees and costs of suit asserted against or incurred by any Parcel owner in connection with or arising from or as a result of the death of or injury to any person or loss or damage to the property of any person which shall occur on and from the

use of the Drainage Easement by such Parcel owner, except to the extent such claims are caused by the negligence or the willful act or omission of a Parcel owner, or its successor or assigns, or agents or employees thereof or the injured party.

ARTICLE TWO DETENTION POND MAINTENANCE

2.1 **Maintenance.** Menard, as owner of the Menard Parcel, shall operate, maintain, repair and replace the Detention Pond in good order, condition and repair. As used in this Section 2.1, the term “maintenance” means and includes refurbishment, repair (whether ordinary or extraordinary), restoration or replacement, including, without limitation, as a result of wear and tear, or by condemnation or casualty. All maintenance performed pursuant to this Section 2.1 shall be at the initial cost of Menard.

2.2 **Reimbursement for Detention Pond Maintenance Costs.** All costs incurred by Menard for the operation and maintenance of the Detention Pond, including real estate taxes and personal property taxes, shall be shared by all owners of the Parcels according to the following percentages: Family Focus, three percent (3%). Other owners of lots shall be negotiated by Menard separately and be the subject of separate easements that will be recorded. All expenses shall be initially paid by Menard and reimbursed, within thirty (30) days of invoice from Menard to each Parcel owner, which reimbursement request shall be accompanied by supporting documentation reasonably evidencing such expenditure and the need therefor, including copies of all paid invoices.

2.3 **Remedies.** In the event that any party has not paid any sum due to Menard within twenty (20) days after Menard has given notice to such party of its failure to pay such sum on or before the due date, Menard shall have the right to pursue any and all remedies available at law or equity, including without limitation an action for collection or the filing of a lien on such party's Parcel. All past due sums shall bear interest at a rate equal to the lesser of twelve percent (12%) per annum or the maximum rate permitted by law.

ARTICLE THREE SANITARY SEWER EASEMENT

3.1 **Sanitary Sewer Easement.** Menard hereby grants to the owner of the Family Focus Parcel, a permanent, nonexclusive easement (“Sanitary Sewer Easement”) over the portion of the Other Parcels on which the Sanitary Sewer Line is installed. The Sanitary Sewer Easement shall be used by said Parcel owners for the sole purpose of use, operation, maintenance, repair and replacement of the Sanitary Sewer Line, provided that such activities shall be in compliance at all times with all applicable governmental requirements and mandates. Menard reserves the right to relocate the Sanitary Sewer Line and/or any portion of the Sanitary Sewer Easement at its sole cost, provided that use of the Sanitary Sewer Line by the benefited Parcels shall not be unreasonably affected.

**ARTICLE FOUR
SANITARY SEWER SERVICE LINE EASEMENT**

4.1 **Sanitary Sewer Service Line Easement.** Menard hereby grants to the owner of the Family Focus Parcel, for the benefit of said Parcel, a permanent, nonexclusive easement ("Sanitary Sewer Service Line Easement") upon, over, under, through and across the portion of the Menard Parcel on which the Family Focus Sanitary Sewer Service Line is installed. The Sanitary Sewer Service Line Easement shall be used by the Family Focus Parcel owner for the installation, use, operation, maintenance, repair and replacement of the Sanitary Sewer Service Line, and shall extend from the Family Focus Parcel across the Menard Parcel fifteen feet (15') on either side of the Sanitary Sewer Service Line and up to the main or trunk Sanitary Sewer Line, as depicted on Exhibit F attached hereto, provided that such activities shall be in compliance at all times with all applicable governmental requirements and mandates. Menard reserves the right to relocate the Sanitary Sewer Service Line at its sole cost, provided that use of the Sanitary Sewer Service Line by the Family Focus Parcel shall not be unreasonably affected. Family Focus reserves the right to relocate its Sanitary Sewer Service Line at its sole cost, provided that use of the Sanitary Sewer Line or the Menard Parcel shall not be unreasonably affected.

**ARTICLE FIVE
SANITARY SEWER SERVICE LINE CONSTRUCTION AND MAINTENANCE**

5.1 **Construction of Sanitary Sewer Service Line.** At its sole cost, Family Focus shall design and construct the sewer service line for the Family Focus Parcel up to the main or trunk line (Sanitary Sewer Service Line), in conformance with plans and specifications mutually approved by Menard and Family Focus, and in accordance with generally accepted engineering and construction standards and all applicable laws. Family Focus shall complete all Sanitary Sewer Service Line construction work in a good and workmanlike manner.

5.2 **Construction License.** Menard hereby grants to Family Focus a temporary license to enter the Other Parcels to the extent reasonably necessary for the completion of the Sanitary Sewer Service Line construction work. Said license shall terminate thirty (30) days after the date of completion of the construction work on the Family Focus building, and shall not be construed to allow the storage of materials or equipment by Family Focus on such Parcels.

5.3 **Lien Waivers.** After completion of the Sanitary Sewer Service Line construction work, Family Focus will provide Menard with as-built drawing that shows where the location of the Sanitary Sewer Service Line, and copies of final lien waivers from all contractors engaged by Family Focus for the Sanitary Sewer Service Line construction work.

5.4 **Removal of Debris.** Family Focus will cause the construction area and surrounding property to be free from accumulation of waste materials and debris caused by the Sanitary Sewer Service Line construction work completed by Family Focus. At completion of the Sanitary Sewer Service Line construction work, Family Focus will promptly cause to be

removed all waste materials, debris, rubbish, contractor tools, construction equipment, machinery and surplus materials at Family Focus's cost and leave the property in clean condition. If Family Focus fails to clean up or cause the property to be cleaned up as provided in this paragraph, Menard may do so and the cost thereof will be charged to Family Focus.

5.5 **Insurance.** Family Focus and any of Family Focus's contractors, consultants, and agents will not commence the Sanitary Sewer Line construction work until Family Focus obtains or causes its contractors to obtain, at its own expense, all insurance required herein. Upon request, Family Focus will deliver to Menard certificates or other evidence of the insurance required hereby. Such insurance must have the form stipulated in the following paragraphs:

- A. Workers' Compensation Insurance for all persons employed by Family Focus, or by contractors that Family Focus employs, involved in carrying out the Sanitary Sewer Service Line construction work. This insurance will be in strict accordance with the requirements of the most current and applicable State of Nebraska Workers' Compensation Insurance Laws.
- B. Full Commercial General Liability Insurance to be provided by Family Focus' general contractor, naming Menard as an additional insured party. This insurance shall insure Family Focus and Menard from all claims, demands, or actions made by or on behalf of any person or entity arising from, related to, or connected with the Sanitary Sewer Service Line construction work, and shall have minimum limits of not less than a Combined Single Limit for Bodily Injury, Property Damage and Personal Injury Liability of \$2,000,000 per occurrence and \$3,000,000 aggregate.

5.6. **Indemnity.** Family Focus shall indemnify Menard from and against all claims, including liens, and from any accident, injury or loss or damage whatsoever occurring to any person or to the property of any person arising out of or resulting from the Sanitary Sewer Service Line construction work by Family Focus, performed or authorized, except to the extent that such claims arise solely from Menard's negligence or willful misconduct.

5.7 **Maintenance.**

a. Sanitary Sewer Service Line. Family Focus, as owner of the Family Focus Parcel, shall operate, maintain, repair and replace the Sanitary Sewer Service Line in good order, condition and repair. As used in this Section 4.7, the term "maintenance" means and includes refurbishment, repair (whether ordinary or extraordinary), restoration or replacement, including, without limitation, as a result of wear and tear, or by condemnation or casualty. All maintenance performed pursuant to this Section 4.7 shall be at the sole cost of Family Focus.

b. Main Sanitary Sewer Line. All costs incurred by Menard for the repair, maintenance or replacement of the Main Sanitary Sewer Line shall be shared by all owners of the Parcels according to the following percentages: Family Focus, three percent (3%). Other owners of lots not listed herein shall be negotiated by Menard separately and be the subject of separate easements that will be recorded.

ARTICLE SIX MISCELLANEOUS

6.1 Nothing contained in this Agreement shall be construed to make the parties hereto, or their successors and assigns, partners or joining ventures or to render any of said parties liable for the debts or obligations of the other, except as in this Agreement expressly provided.

6.2 No delay or omission by either of the parties, or their successors and assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties, or its successors or assigns, of any of the covenants, conditions or agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement contained herein.

6.3 The section and any subsection headings herein are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

6.4 If any provisions or portions thereof of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

6.5 No agreement shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by all parties hereto.

6.6 All of the covenants, conditions and restrictions set forth in this Agreement to be performed or observed by either party are intended to be and shall be construed as covenants running with the land, and shall be binding upon, inure to the benefit of and be enforceable by the parties and all subsequent owners of their respective parcels or any part thereof.

6.7 Notwithstanding anything contained in this Agreement, each party shall be excused from performing any obligation under this Agreement, or any delay in the performance of any obligation under this Agreement shall be excused if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, flood, explosion, actions of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of such party.

6.8 Upon request of either party hereto, the other party shall execute and deliver, from time to time, a certificate confirming, if such then be the fact, that this Agreement then continues in full force and effect and unmodified (or, if modified, stating the modifications), and that the certifying party knows of no existing defaults by the other party, or if such default is known, specifying the same.

6.9 Any notice, request, demand, approval or consent given or required to be given under this Agreement, shall be in writing and shall be deemed as having been given when mailed by United States registered or certified mail, postage prepaid, or facsimile transmission provided the original is sent via registered or certified mail, to the other party at the addresses stated below or at the last changed address given by the party to be notified as hereinafter specified:

If to Menard: Menard, Inc.
Attn: Properties Division
5101 Menard Drive
Eau Claire, WI 54703
Facsimile: (715) 876-5998

If to Family Focus: Family Focus Federal Credit Union
Attn: President
6221 Center St.
Omaha, NE 68106
Facsimile: (402) 933-0900

Chairman of Board of Directors
Family Focus Federal Credit Union
6221 Center St.
Omaha, NE 68106
Facsimile: (402) 933-0900

In the event any party to this Agreement transfers an ownership interest in all or a portion of its property, said party shall notify the other parties hereto of the transferee and its address, the parties hereto agree to thereafter provide any notices required hereunder to said transferee(s).

5.10 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and the rights granted and created hereby, including the easements granted and crafted hereunder, shall be superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust, and other encumbrances and documents recorded or entered into hereafter in any way affecting any part of the parcels. Any party acquiring title to or any interest in any part of the parcels shall acquire and hold such title or interest expressly subject to the provisions of this Agreement. IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed the day and year first above written.

MENARD, INC

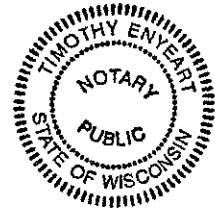
This 20 day of March, 2012

By: [Signature]
Theron J. Berg
Real Estate Manager

STATE OF WISCONSIN)
)ss.
COUNTY OF EAU CLAIRE)

On this 20 day of March, 2012, before me a Notary Public within and for said County and State, personally appeared Theron J. Berg, to me personally known, who being by me duly sworn, did say that he is the Real Estate Manager of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Real Estate Manager, as such representative acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

[Signature]
Notary Public, Eau Claire County
My Commission is permanent.



IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed the day and year first above written.

FAMILY FOCUS FEDERAL CREDIT UNION

This ___ day of _____, 2012

By: _____
Amy Broderson, President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this ___ day of _____, 2012, before me a Notary Public in and for the County and State aforesaid, personally appeared Amy Broderson, to me personally known, who being by me duly sworn did say that she is the President of Family Focus Federal Credit Union, the nationally chartered credit union named in the foregoing instrument, and that the instrument was signed on behalf of the credit union by authority of its Board of Directors and acknowledged the instrument to be the free act and deed of the credit union.

Notary Public
My Commission expires _____.

MENARD, INC.

This ___ day of _____, 2012

By: _____
Theron J. Berg
Real Estate Manager

STATE OF WISCONSIN)
)ss.
COUNTY OF EAU CLAIRE)

On this ___ day of _____, 2012, before me a Notary Public within and for said County and State, personally appeared Theron J. Berg, to me personally known, who being by me duly sworn, did say that he is the Real Estate Manager of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Real Estate Manager, as such representative acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Notary Public, Eau Claire County
My Commission is permanent.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed the day and year first above written.

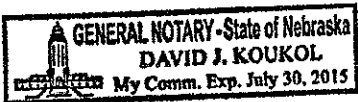
FAMILY FOCUS FEDERAL CREDIT UNION

This 16th day of March, 2012

By: Amy M Broderson
Amy Broderson, President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 16 day of March, 2012, before me a Notary Public in and for the County and State aforesaid, personally appeared Amy Broderson, to me personally known, who being by me duly sworn did say that she is the President of Family Focus Federal Credit Union, the nationally chartered credit union named in the foregoing instrument, and that the instrument was signed on behalf of the credit union by authority of its Board of Directors and acknowledged the instrument to be the free act and deed of the credit union.



David J. Koukol

Notary Public
My Commission expires 7-30-2015.

EXHIBIT A
Legal Description of Menard Parcel

Lot 1, in 72 "L" PLAZA REPLAT ONE, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

(62-35132)

EXHIBIT B
Legal Description of Other Parcels

Lot 2, Lot 3, and Lot 5, in 72 "L" PLAZA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

(62-35131)

EXHIBIT C
Legal Description of Family Focus Parcel

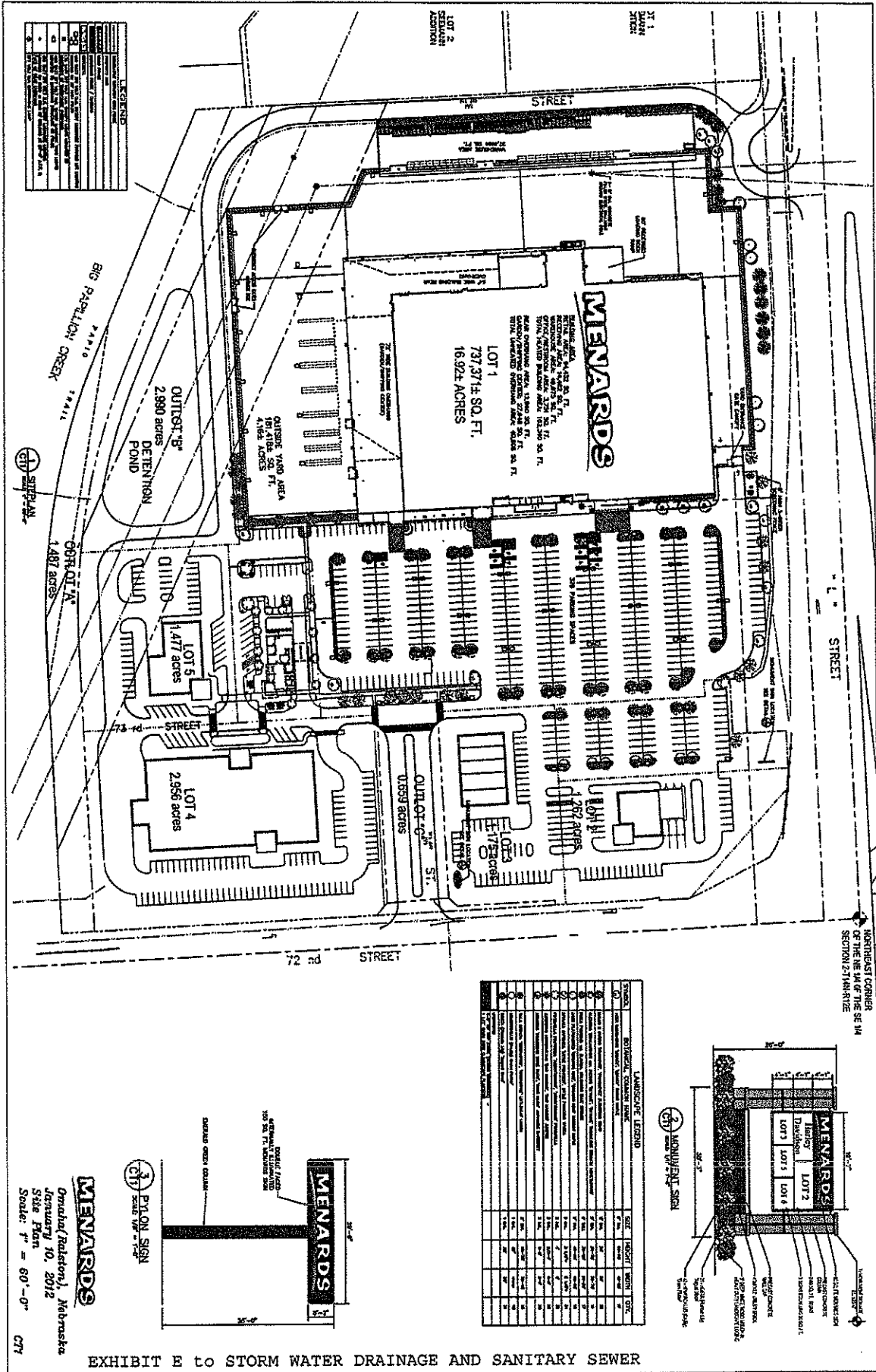
Lot 2, in 72 "L" PLAZA REPLAT ONE, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska [formerly legally described as that part of Lot 6, in 72 "L" Plaza and as Lot 6, Roffinan's Addition Replat,], containing approximately 0.69 acres

(62-35132)

EXHIBIT D
Legal Description of Outlot B

Outlot "B" in 72 "L" PLAZA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

(62-35131)

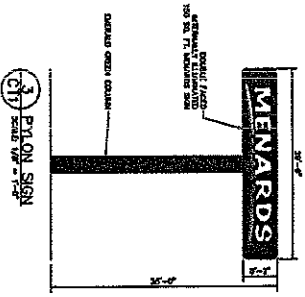
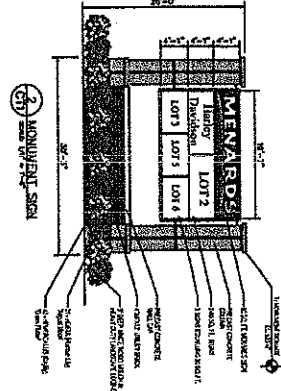


LEGEND

1	EXISTING BUILDING
2	NEW BUILDING
3	EXISTING DRIVEWAY
4	NEW DRIVEWAY
5	EXISTING SIDEWALK
6	NEW SIDEWALK
7	EXISTING PAVEMENT
8	NEW PAVEMENT
9	EXISTING CONCRET
10	NEW CONCRET
11	EXISTING ASPHALT
12	NEW ASPHALT
13	EXISTING GRAVEL
14	NEW GRAVEL
15	EXISTING SAND
16	NEW SAND
17	EXISTING DIRT
18	NEW DIRT
19	EXISTING GRASS
20	NEW GRASS
21	EXISTING TREES
22	NEW TREES
23	EXISTING SHRUBS
24	NEW SHRUBS
25	EXISTING FLOWERS
26	NEW FLOWERS
27	EXISTING ROCKS
28	NEW ROCKS
29	EXISTING BENCHES
30	NEW BENCHES
31	EXISTING LIGHTS
32	NEW LIGHTS
33	EXISTING SIGNAGE
34	NEW SIGNAGE
35	EXISTING UTILITIES
36	NEW UTILITIES
37	EXISTING EASEMENTS
38	NEW EASEMENTS
39	EXISTING ENCROACHMENTS
40	NEW ENCROACHMENTS
41	EXISTING SETBACKS
42	NEW SETBACKS
43	EXISTING ZONING
44	NEW ZONING
45	EXISTING REGULATIONS
46	NEW REGULATIONS
47	EXISTING STANDARDS
48	NEW STANDARDS
49	EXISTING REQUIREMENTS
50	NEW REQUIREMENTS

LANDSCAPE LEGEND

SYMBOL	LANDSCAPE ELEMENT	SIZE	HEIGHT	SPACING	NOTES
1	PLANTING	12"	6'	10'	PLANTING
2	PLANTING	18"	8'	12'	PLANTING
3	PLANTING	24"	10'	15'	PLANTING
4	PLANTING	30"	12'	20'	PLANTING
5	PLANTING	36"	14'	25'	PLANTING
6	PLANTING	42"	16'	30'	PLANTING
7	PLANTING	48"	18'	35'	PLANTING
8	PLANTING	54"	20'	40'	PLANTING
9	PLANTING	60"	22'	45'	PLANTING
10	PLANTING	66"	24'	50'	PLANTING
11	PLANTING	72"	26'	55'	PLANTING
12	PLANTING	78"	28'	60'	PLANTING
13	PLANTING	84"	30'	65'	PLANTING
14	PLANTING	90"	32'	70'	PLANTING
15	PLANTING	96"	34'	75'	PLANTING
16	PLANTING	102"	36'	80'	PLANTING
17	PLANTING	108"	38'	85'	PLANTING
18	PLANTING	114"	40'	90'	PLANTING
19	PLANTING	120"	42'	95'	PLANTING
20	PLANTING	126"	44'	100'	PLANTING
21	PLANTING	132"	46'	105'	PLANTING
22	PLANTING	138"	48'	110'	PLANTING
23	PLANTING	144"	50'	115'	PLANTING
24	PLANTING	150"	52'	120'	PLANTING
25	PLANTING	156"	54'	125'	PLANTING
26	PLANTING	162"	56'	130'	PLANTING
27	PLANTING	168"	58'	135'	PLANTING
28	PLANTING	174"	60'	140'	PLANTING
29	PLANTING	180"	62'	145'	PLANTING
30	PLANTING	186"	64'	150'	PLANTING
31	PLANTING	192"	66'	155'	PLANTING
32	PLANTING	198"	68'	160'	PLANTING
33	PLANTING	204"	70'	165'	PLANTING
34	PLANTING	210"	72'	170'	PLANTING
35	PLANTING	216"	74'	175'	PLANTING
36	PLANTING	222"	76'	180'	PLANTING
37	PLANTING	228"	78'	185'	PLANTING
38	PLANTING	234"	80'	190'	PLANTING
39	PLANTING	240"	82'	195'	PLANTING
40	PLANTING	246"	84'	200'	PLANTING
41	PLANTING	252"	86'	205'	PLANTING
42	PLANTING	258"	88'	210'	PLANTING
43	PLANTING	264"	90'	215'	PLANTING
44	PLANTING	270"	92'	220'	PLANTING
45	PLANTING	276"	94'	225'	PLANTING
46	PLANTING	282"	96'	230'	PLANTING
47	PLANTING	288"	98'	235'	PLANTING
48	PLANTING	294"	100'	240'	PLANTING
49	PLANTING	300"	102'	245'	PLANTING
50	PLANTING	306"	104'	250'	PLANTING



MENARDS
 Omaha/Ralston, Nebraska
 January 10, 2012
 Site Plan
 Scale: 1" = 80'-0"

EXHIBIT E to STORM WATER DRAINAGE AND SANITARY SEWER
 EASEMENT AND SANITARY SEWER SERVICE LINE EASEMENT AGREEMENT

EXHIBIT F

**Diagram of Family Focus Sanitary Sewer Service Line location and easement
(fifteen feet (15') on either side of the installed Sanitary Sewer Service Line)**

See attached.

Sanitary sewer service line easement to be fifteen feet (15') on either side of the installed sanitary sewer service line.

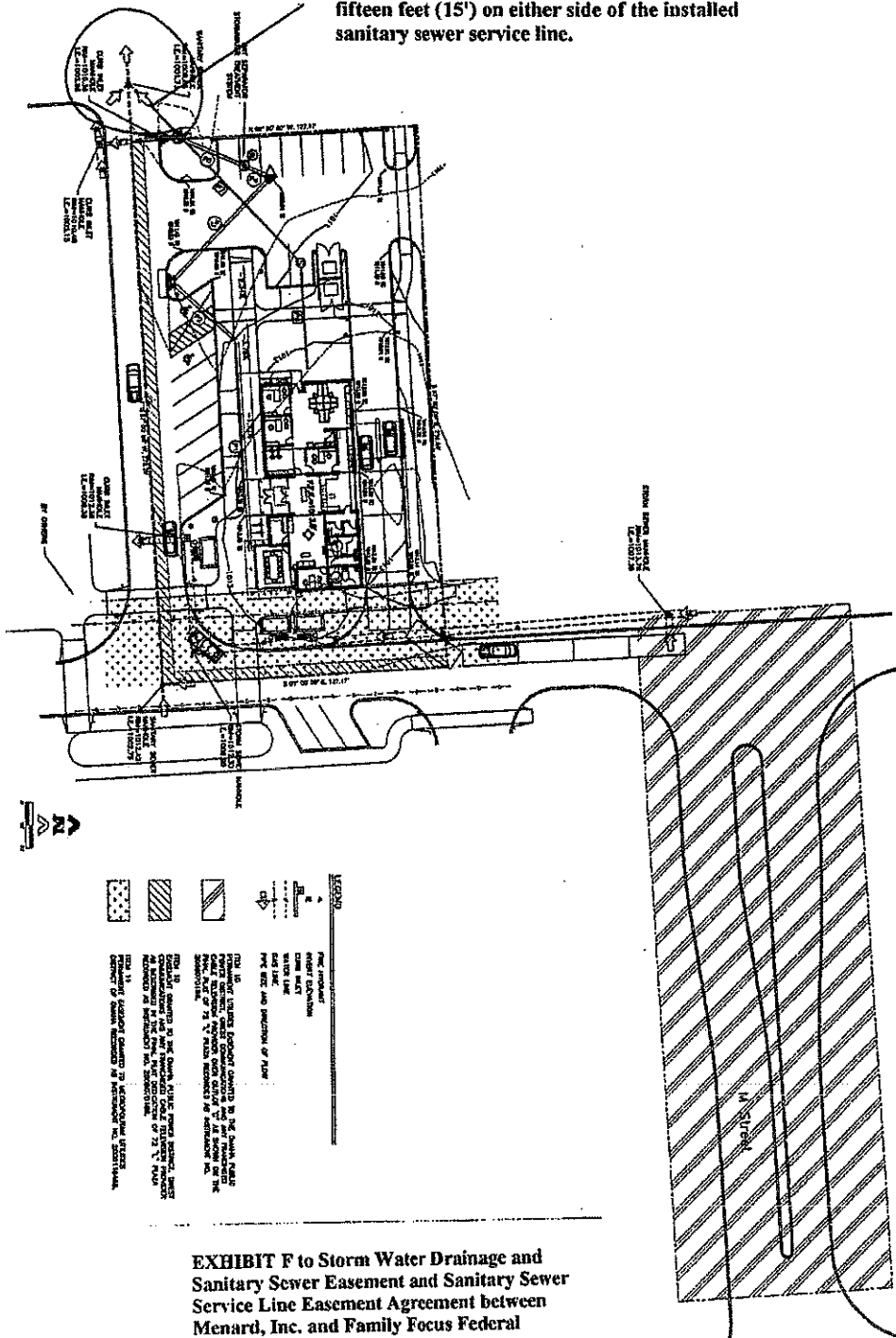


EXHIBIT F to Storm Water Drainage and Sanitary Sewer Easement and Sanitary Sewer Service Line Easement Agreement between Menard, Inc. and Family Focus Federal Credit Union

 <p>FAMILY FOCUS FEDERAL CREDIT UNION 1012 23rd Plaza Bismarck, ND 58102 701.223.4444</p>	
 <p>AEC ENGINEERING & CONSTRUCTION</p>	<p>1012 23rd Plaza Bismarck, ND 58102 701.223.4444</p>
<p>DATE: 10/10/12 DRAWN BY: J. MENARD CHECKED BY: J. MENARD APPROVED BY: J. MENARD</p>	<p>DATE: 10/10/12 DRAWN BY: J. MENARD CHECKED BY: J. MENARD APPROVED BY: J. MENARD</p>
<p>PROJECT: 1012 23rd Plaza SHEET: 1012 23rd Plaza SCALE: AS SHOWN</p>	<p>PROJECT: 1012 23rd Plaza SHEET: 1012 23rd Plaza SCALE: AS SHOWN</p>
<p>DATE: 10/10/12 DRAWN BY: J. MENARD CHECKED BY: J. MENARD APPROVED BY: J. MENARD</p>	<p>DATE: 10/10/12 DRAWN BY: J. MENARD CHECKED BY: J. MENARD APPROVED BY: J. MENARD</p>