

EASEMENT

BETLEVUS CONSTRUCTION CO.

and averily

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Entered in Numerical Index and Recorded in the Register of Deeds, office in Sary County, N. Dakota
 day July 1866 at 7:34 AM, Public Sale, County Clerk, 2 25

Construction and thereafter.

... in a most orderly condition.

...any and might write above written.

BELLHVS CONSTRUCTION CO.

W. A. C. 7100
Resident
W. A. C. 7100
Secretary

...and the use of cold corporation.

NOTARY PUBLIC

DEED OF CONVEYANCE

Baker's Supermarkets, Inc., a Nebraska corporation, her referred to as the "Grantor", so as to effectuate its corpor reorganization and the parent-subsidary relationship crea thereby, does convey to PDM, Inc., a Nebraska corporation, her referred to as "Grantee", the following described tract of r estate situated in Sarpy County, Nebraska, (i) inclusive adjoining vacated streets and alleys and easement rig benefiting such tract over, across or under adjoining propert and (ii) exclusive of any part thereof taken or conveyed t streets or highways and subject to easements, encumbrances, restrictions of record:

Lot 206, Chandler Acres, together with that part of the NW 1/4 of Section 16, T 14 N, R 13 E, of the 6th P.M., Sarpy County, Nebraska, described as follows: Beginning at the SW corner of said Lot 206; thence South, 447.17 feet; thence N 89° 52' E, 150.00 feet; thence South, 150.0 feet; thence N 89° 52' E, 216.92 feet; thence N 0° 08' W, 79.0 feet; thence N 25° 43' W, 361.62 feet; thence North, 192.5 feet to the SE corner of said Lot 206; thence S 89° 52' W, 210.00 feet along the South line of Lot 206 to point of beginning.

Grantor covenants with the Grantee that Grantor (a) lawfully seized of the above tract and that it is free encumbrance, except as herein provided; (b) has legal power authority to convey the same; and (c) warrants to defend title the same against the lawful claims of all persons claiming t same by, through or under the Grantor.

Executed as of February 1, 1987.

NEBRASKA DOCUMENTARY
STAMP TAX

MAY 13 1987

\$84.50 BY *g.w.*

STATE OF NEBRASKA

COUNTY OF DOUGLAS

)
) ss

BY *Jack Baker*
Jack Baker, President

BAKER'S SUPERMARKETS, INC.

FILED FOR RECORD 5-13-87
Don O. Dooling
Notary Public

The foregoing instrument was acknowledged before me by Ja Baker in his capacity as President of Baker's Supermarkets, In and for and on its behalf this 1st day of February, 1987.



Notary Public

162-1
082777

County 96
Verify 96
D.E. 96
Proof 96
Fee \$ 21.50
Cash ☐
CK ☐
Cdg ☒ FULL

96 AUG 28 PM 3: 31

Lloyd J. Dowding

REGISTER OF DEEDS

THIS PAGE ADDED FOR RECORDING INFORMATION

LLOYD J. DOWDING
Searcy County Register of Deeds

1210 Golden Gate Drive, Suite 1109 Papillion, Nebraska 68046-2895 Phone: (402) 593-2185 Fax: (402) 593-2186

96-1744511

EASEMENT AGREEMENT - COMMON DRIVEWAY

Agreement made, effective as of this 23rd day of August, 1996, by and between PDM, Inc., a corporation duly organized and existing under the laws of the State of Nebraska, hereinafter referred to as PDM, and SIP, L.L.C., a limited liability company duly organized and existing under the laws of the State of Nebraska, hereinafter referred to as SIP.

RECITALS

The parties recite and declare:

A. The parties have an interest in adjoining real estate situated in the City of Bellevue, County of Sarpy, State of Nebraska, and described, respectively, as follows:

PDM: Lots 1, 2, 4 and 5 of Chandler Plaza, as surveyed, platted and recorded in Sarpy County, Nebraska.

SIP: Lot 3 of Chandler Plaza, as surveyed, platted and recorded in Sarpy County, Nebraska.

B. The parties desire to create a common driveway between the above-described adjoining lots owned by them for the benefit of each of them.

The parties agree as follows:

An easement for a common driveway in favor of Lot 3 owned by SIP is created over the strip of land 15 feet in width along the west boundary line of Lot 4 and over a strip of land 15 feet in width along the south boundary line of Lot 2 to a point 15 feet east of the west boundary line of Lot 4, and an easement for a common driveway is created in favor of Lot 4 and Lot 2, owned by PDM, over the strip of land 15 feet in width along the east boundary of Lot 3, and over a strip of land 15 feet in width along the north boundary line or Lot 3, for the purpose of creating a common driveway 30 feet in width for the benefit of both of the above-described lots; all as set out on the plat of Chandler Plaza attached as Exhibit A and by this reference incorporated herein. Collectively, these easements are referred to as "the Easement" in this document for ease of reference.

The Easement created by this Agreement is superior and paramount to the rights of either of the parties to this Agreement in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land.

SIP shall design and construct the improvements contemplated by or permitted under this Easement at its own expense, and subject to the prior approval of the design and specifications by PDM, so long as PDM retains ownership of all or part of Lots 1, 2, 4

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46-1749558

or 5. SIP shall maintain the improvements on the driveways on all Lots where the Easements are permitted herein free of all cost to PDM and its successors.

SIP or successor shall have responsibility for the maintenance of the common driveway, provided if SIP or successor shall fail and neglect to maintain the Easement in adequate condition to be used for the purposes set out herein shall the then owner of Lot 4 or Lot 2 shall have the right (but not the obligation) to undertake maintenance, and then only upon notice to SIP or successor with a right to cure the failure within a reasonable time. In the event that the PDM or its successor in ownership of Lot 4 or Lot 2 undertakes maintenance as permitted in this paragraph, then PDM or the successor shall be reimbursed by SIP or successor for the fair and reasonable cost of such maintenance.


Each party shall not permit any obstruction or other interference to be created on its servient estate which adversely affects the stated purpose of this Easement.

In witness whereof, each party to this Agreement has caused it to be executed on the date(s) indicated below.

PDM, Inc.:

By: 
Its: VICE PRESIDENT

SIP, L.L.C.:

By: 
Member

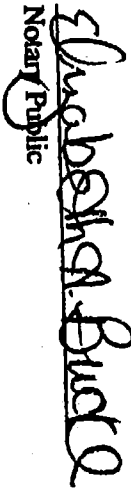
STATE OF NEBRASKA)

)ss

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23 day of August, 1996 by Jeffrey M. Keding of PDM, Inc., a Nebraska corporation, on behalf of the corporation.




Notary Public

96-1744

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23 day of August, 1996 by Charles Spaulding of SIP, L.L.C., a limited liability company + Son Svoboda



Elizabeth A. Buckle
Notary Public

RECEIVED NUMBER
96-017492

95 AUG 28 PM 3:30

Lloyd J. Dowding

REGISTER OF DEEDS

County *9*

Verify *9*

D.E. *9*

Proof *9*

Fees *3545*

Ck ☐

Cash ☐

Chg ☒ FUND

THIS PAGE ADDED FOR RECORDING INFORMATION

LLOYD J. DOWDING

Sarpy County Register of Deeds

1210 Gadden Gate Drive, Suite 1109 Papillion, Nebraska 68046-2885 Phone: (402) 583-2185 Fax: (402) 583

96-17492

EASEMENT AGREEMENT
INGRESS AND EGRESS
ADJOINING LOTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PDM, Inc., a corporation duly organized and existing under the laws of the State of Nebraska ("Grantor") on behalf of Grantor, its successors and assigns, hereby grants to SIP, L.L.C., a limited liability company duly organized and existing under the laws of the State of Nebraska ("Grantee"), an easement ("Easement") as more generally described in Section 1 of this Easement Agreement for the purposes described in Section 2 hereof.

SECTION ONE
CONVEYANCE OF EASEMENT

(a) Subject to and conditioned upon all other terms and conditions of this Easement Agreement, the Easement shall be over and across that portion ("Easement Area") of the real estate legally described as Lot 4, Chandler Plaza, City of Bellevue, Sarpy County, Nebraska, (including any replat thereof) ("Servient Property") which is depicted in the cross-hatched area on attached Exhibit "A", it being understood that (i) the Easement Area is not to scale; and (ii) the Easement Area shall be described as follows: from a point of beginning located at the southeast corner of Lot 4, thence westerly along the southern lot line of Lot 4 to a point where a line 15 feet east of and parallel to the western lot line of Lot 4 intersects the southern boundary line of lot 4, thence northerly 60 feet along a line 15 feet east of and parallel to the west lot line of Lot 4, thence due east along a line to the east lot line of Lot 4, thence southerly along the east lot line of Lot 4 to the point of beginning.

(b) The Easement shall exist only if and when (and only for so long as) the City of Bellevue, or any other governmental authority having jurisdiction therefor, requires a traffic median to be constructed in Chandler Road which permits left turns by eastbound traffic into the Servient Property, but does not permit left turns by eastbound traffic into Lot 3 of Chandler Plaza, City of Bellevue, Sarpy County, Nebraska, including any replat thereof ("Benefited Property").

SECTION TWO
PURPOSE

The Easement is hereby granted solely for the purposes of providing ingress and egress over the Easement Area to passenger motor vehicles and light trucks operated by the general public, the licensees and business invitees of the Grantee and the owners of Lots 1, 2, and 5 (all of Chandler Plaza, City of Bellevue, Sarpy County, Nebraska individually or collectively "Benefited Lot(s)") and their respective successors and assigns for the lawful commercial business purposes then being conducted on the Benefited Property and the Benefited Lots, but only by means of the Access Road or the

96-1744

Common Access (as either is identified in Section 3 of this Easement Agreement); provided, however, that nothing herein shall preclude Grantor, or its successors, from permitting the general public and its or their business invitees or licensees to use the Access Road or Common Access as ingress or egress to any portion of the Servient Property, for the commercial business purposes then being conducted on the Servient Property. The use of the Access Road and the Common Access shall at all times be subject to any restrictions of law, including traffic laws and regulations. As a condition to the Easement, Grantee and its successors or assigns shall use its best efforts to limit use of the Access Road to those persons or entities permitted by this Section 2 and to require all permitted users to comply with all restrictions and conditions of this Easement Agreement.

SECTION THREE CONSTRUCTION AND MAINTENANCE

(a) The Easement shall not entitle Grantee or its successors or assigns to use any portion of the Easement Area or to any other rights under this Easement Agreement except by an access road ("Access Road"), which for purposes of this Easement Agreement shall mean and include any repairs or replacement over and across the Servient Property constructed by Grantee, or its successors, at its sole cost and expense, in the Easement Area, from Chandler Road to the Benefited Property commencing from a commercial street cur (installed with the consent of the City of Bellevue) made at a location corresponding to the location in the median permitting left hand turns by eastbound traffic from Chandler Road; provided that the Access Road shall not interfere with use of any improvements ("Common Drive") made pursuant to a certain "Easement Agreement - Common Driveway" made and entered into by and between the parties as of 8-23, 1996. The exact location, design and construction materials of the Access Road shall be subject to the prior written approval of the Grantor or its successors. The Access Road shall not be more than 24 feet in width and shall permit access to the Common Drive over and across the Servient Property to a location not more than 24 feet in width.

(b) The Easement shall not entitle Grantee or its successors or assigns to use any portion of the Access Road, or to any other rights under this Easement Agreement, unless and until Grantee, or its successors, shall construct and maintain curbs, curb cuts, bollards, and other suitable objects or materials to prevent any vehicle from entering the Benefited Property over, across or from the Servient Property except over the Access Road or the Common Drive. All curbs, curb cuts, bollards, and other objects or materials, including any repair or replacement thereof, shall be subject to the prior written approval of Grantor or its successors.

(c) Except as provided in Section 3(d), the Access Road and all other improvements required or permitted by this Easement Agreement shall be maintained by Grantee and its successors in a good state of condition and repair for as long as the Easement shall exist, at its sole cost and expense. Grantor hereby grants Grantee, and its successors, the right of entry to the Servient Property for the purpose of maintaining, repairing and keeping the Access Road in such condition at all reasonable times, provided that such entry shall not interfere with Grantor (or its successors' or assigns') use of the Servient Property.

96-174
(d) Notwithstanding the approval of the Access Road by Grantor (or its successors) or any other provision in this Easement Agreement, Grantor (and its successors) shall have the right at all times to development or re-develop any portion of the Servient Property as it or they may consider appropriate even to the extent such development or re-development may interfere with or prevent use of the Access Road; provided, however, that in any such event, then Grantor and its successor, shall, (i) at its sole cost and expense, remove, re-locate, repair or replace the Access Road, or (ii) construct over and across the Easement Area a means of common access ("Common Access") and the Easement, including all of the respective rights and obligations of Grantor and Grantee and their successors and assigns under this Easement Agreement, shall then apply to the newly constructed, repaired or replacement Access Road or the Common Access, but Grantor and its successors shall be responsible for all repair, replacement, and maintenance costs and responsibility of Grantee in connection with such newly constructed Access Road and the Common Access for as long as the Easement shall exist.

SECTION FOUR EASEMENT TO RUN WITH LAND

Subject to Section 2 of this Easement Agreement, the Easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns. All obligations and rights under this Easement Agreement of Grantor and Grantee shall extinguish upon the conveyance of their respective interests in the Servient Property or the Benefited Property, except to the extent either may retain an interest therein or in the Benefited Lots.

SECTION FIVE NOTICES

Any notice required by or concerning this Easement Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement or to such address as a party shall have given notice to the other party.

SECTION SIX GOVERNING LAW

This Easement Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

SECTION SEVEN ENTIRE AGREEMENT

This Easement Agreement shall constitute the entire agreement between the parties and any prior oral or written agreement, understanding or representation of any kind preceding the date of this Easement Agreement and related to the subject matter hereof shall not be binding upon either party.

SECTION EIGHT
MODIFICATION OF AGREEMENT

Any modification of this Easement Agreement or additional obligation assumed by either party in connection with this Easement Agreement shall be binding only if occurring after the effective date of this Easement Agreement and is made in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this Easement Agreement has caused it to be executed on the date indicated below.

PDM, INC.

By: _____
Vic Pres. Scott

SIP, L.L.C.

By: _____
Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing Easement Agreement was acknowledged before me this 23 day of August, 1998 by Jeffrey M. Keating of PDM, Inc., a Nebraska corporation, on behalf of the corporation.



Elizabeth A. Burch
Notary Public

My commission expires:

3-9-98

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing Easement Agreement was acknowledged before me this 23
day of August, 1996 by Jon Swaback + Charles, of
Spaulding
SIP, L.L.C., a limited liability company, on behalf of the company.



Elizabeth A. Nicolson
Notary Public

My commission expires:

3-9-98

Additional Street Right-of-Way Dedication

SOUTH 36th STREET

Lot 3
31,152 Sq. Ft.

Lot 2
44,229 Sq. Ft.

Lot 4

Existing Sanitary Sewer Easement
Originally Granted to Sanitary
and Improvement District No. 3,
Sentry County, Nebraska
and the City of Omaha
Recorded July 6, 1961
Rec. Book 28, Page 284

Permanent Sanitary Sewer Easement
Granted to the City of Bellevue

Permanent Drive Easement
Granted to Lots 2, 3 and 4

Centerline Access Drive "B"
(See Note 1 and 3)

Centerline Access Drive "C"
(See Notes 1, 2 & 3)

West 1/4 Corner
Section 16, T14N, R13E
Corner Monument

CHANDLER ROAD

Additional Street Right-of-Way Dedication

NOT TO SCALE

EXHIBIT
96-174

SIP, Inc., a Nebraska Corporation, grantor, in consideration of Ten and No/100 Dollars (\$10.00) and other good and lawful consideration received from SIP, L.L.C., A Nebraska limited liability company, grantee, conveys to grantee the following described real estate (as defined Neb.Rev.Stat. 76-201):

That part of the Southwest Quarter of the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska, described as follows: Beginning at a point 33 feet North and 33 feet East of the Southwest corner of the Southwest Quarter of Northwest Quarter of said Section 16, said point also being the intersection of the North line of Chandler Road and the East line of 36th Street; thence Northerly along the East line of 36th Street for a distance of 150.00 feet; thence Easterly and parallel to the Northerly line of Chandler Road for a distance of 150.00 feet; thence Southerly and parallel to the East line of 36th Street for a distance of 150.00 feet to a point on the North line of Chandler Road; thence West along the North line of Chandler Road, 150.00 feet to the point of beginning.

Grantor covenants with grantee that grantor:

1. Is lawfully seised of such real estate and that it is free from encumbrances except those of record;
2. Has legal power and lawful authority to convey the same;
3. Warrants and will defend title to the real estate against the lawful claims of all persons.

Executed this 22^d day of August, 1986.

SIP, INC., A NEBRASKA CORPORATION:



By: Charles Spaulding

9603260

17483

S.I.P., LLC

herein called the grantee, whether one or more, the following described real property in Douglas County Nebraska:

The North 75 feet of Lot 3, Chandler Plaza, an Addition to the City of Bellevue, in Sarpy County Nebraska.

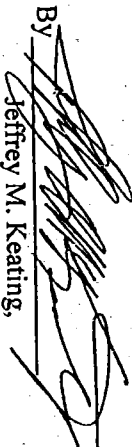
To have and to hold the above described premises together with all tenements, hereditaments appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor for itself and its successors does hereby covenant with the grantee and grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance; subject to all building and use restrictions, easements and covenants now of record; grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, grantor has hereunto caused this instrument to be executed by its president and corporate seal is attached.

DATED this 23rd day of August, 1996.

PDM INC., a Nebraska corporation

By 
Jeffrey M. Keating,
Vice President

STATE OF *Nebraska*)
COUNTY OF *Douglas*) SS

Before me, a notary public qualified in said county personally came Jeffrey M. Keating, President of PDM Inc., a Nebraska corporation known to me to be the President and identical person signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on

8-23-96


Notary Public

My commission expires: 3-9-98



017491

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NOW, THEREFORE, Trustee, by virtue of the power and authority in me vested as aforesaid and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt, adequacy and sufficiency of which are hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto S.I.P., Inc., a Nebraska corporation, as designee of Spalding ("Purchaser"), all of Trustee's and the Estate's right, title, interest, estate and every claim and demand, both at law and in equity, in and to all of the following described premises (the "Covered Property") situated in Sarpy County, State of Nebraska:

That part of the Southwest Quarter of the Northwest Quarter of Section 16, Township 14 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska, described as follows: Beginning at a point 33 feet North and 33 feet East of the Southwest corner of the Southwest Quarter of Northwest Quarter of said Section 16, said point also being the intersection of the North line of Chandler Road and the East line of 36th Street; thence Northerly along the East line of 36th Street for a distance of 150.00 feet; thence Easterly and parallel to the Northerly line of Chandler Road for a distance of 150.00 feet; thence Southerly and parallel to the East line of 36th Street for a distance of 150.00 feet to a point on the North line of Chandler Road; thence West along the North line of Chandler Road, 150.00 feet to the point of beginning.

together with all and singular the hereditaments and appurtenances thereunto belonging, free and clear of any claim or interest of the Trustee, the Estate or any other entity.

THE COVERED PROPERTY IS BEING CONVEYED AND TRANSFERRED TO PURCHASER "AS IS, WHERE IS AND WITH ALL FAULTS". NEITHER TRUSTEE NOR DEBTORS WARRANTS OR MAKES ANY REPRESENTATIONS, EXPRESSED OR IMPLIED, ON THE MERCHANTABILITY, QUANTITY, QUALITY, CONDITION, SUITABILITY OR FITNESS OF THE COVERED PROPERTY (OR OF ANY PARCEL OR ITEM THEREOF) FOR ANY PURPOSE WHATSOEVER. TRUSTEE AND DEBTORS ARE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIRS, ALTERATIONS OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE COVERED PROPERTY.

TO HAVE AND TO HOLD the above-described Covered Property unto Purchaser, its successors and assigns forever.

17

96-028678

Signed and delivered, as of February 9, 1996.

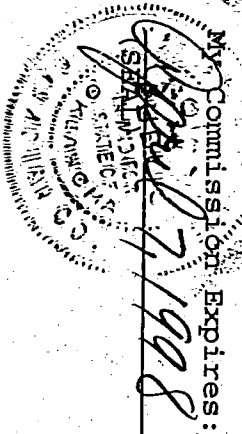
E. NEIL STANFIELD, TRUSTEE FOR THE
CONSOLIDATED BANKRUPTCY ESTATES OF
UNITED AMERICAN FUELS, INC.,
HUDSON-FARRIS CORPORATION, BENSON
66 SERVICE, INC., BENVEST, L.P.,
HUDVEST, L.P. AND CAM-DELL
ENTERPRISES, L.P., JOINTLY
ADMINISTERED UNDER CASE NO. 94-
13510-BH (CHAPTER 11), UNITED
STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA

By: *E. Neil Stanfield*
E. Neil Stanfield, Trustee

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS.

February 9, 1996, by E. Neil Stanfield, Trustee for the
consolidated bankruptcy estates of United American Fuels, Inc.,
Hudson-Farris Corporation, Benson 66 Service, Inc., Benvest,
L.P., Hudsonst, L.P. and Cam-Dell Enterprises, L.P., jointly
administered under Case No. 94-13510-BH (Chapter 11), United
States Bankruptcy Court for the Western District of Oklahoma.

Margaret J. Adams
Notary Public



162-1220

DEED OF CONVEYANCE

Baker's Supermarkets, Inc., a Nebraska corporation, herein referred to as the "Grantor", so as to effectuate its corporate reorganization and the parent-subsidiary relationship created thereby, does convey to PDM, Inc., a Nebraska corporation, herein referred to as "Grantee", the following described tract of real estate situated in Sarpy County, Nebraska, (i) inclusive of adjoining vacated streets and alleys and easement rights benefiting such tract over, across or under adjoining properties, and (ii) exclusive of any part thereof taken or conveyed for streets or highways and subject to easements, encumbrances, and restrictions of record:

Lot 206, Chandler Acres, together with that part of the NW 1/4 of Section 16, T 14 N, R 13 E, of the 6th P.M., Sarpy County, Nebraska, described as follows: Beginning at the SW corner of said Lot 206; thence South, 447.17 feet; thence N 89° 52' E, 150.00 feet; thence South, 150.0 feet; thence N 89° 52' E, 216.92 feet; thence N 0° 08' W, 79.0 feet; thence N 25° 43' W, 361.62 feet; thence North, 192.5 feet to the SE corner of said Lot 206; thence S 89° 52' W, 210.00 feet along the South line of Lot 206 to point of beginning.

Grantor covenants with the Grantee that Grantor (a) is lawfully seized of the above tract and that it is free of encumbrance, except as herein provided; (b) has legal power and authority to convey the same; and (c) warrants to defend title to the same against the lawful claims of all persons claiming the same by, through or under the Grantor.

Executed as of February 1, 1987.

NEBRASKA DOCUMENTARY BAKER'S SUPERMARKETS, INC.
STAMP TAX

MAY 13 1987

\$645 BY *g. w.*

STATE OF NEBRASKA
COUNTY OF DOUGLAS

) ss

BY

Jack Baker
Jack Baker, President

FILED FOR RECORD 5-13-87 AT 2:39 PM IN BOOK 162-1220-6-11
NOTARY PUBLIC
Don O. Dandling

The foregoing instrument was acknowledged before me by Jack Baker in his capacity as President of Baker's Supermarkets, Inc. and for and on its behalf this 1st day of February, 1987.



Notary Public

08277

122-234

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That ABE BAKER and HELEN BAKER, husband and wife, in consideration of One (\$1.00) Dollar and other valuable consideration in hand paid, do hereby grant, bargain, sell, convey and confirm unto BAKER'S SUPER MARKET, INC., a Nebraska corporation, the following described real estate, situated in the County of Douglas and State of Nebraska, to-wit:

Lot 206, Chandler Acres, together with that part of the NW 1/4 of Section 16, Twp. 14 N., R 13 E, of the 6th P.M., Barry County, Nebraska, described as follows: Beginning at the SW corner of said Lot 206; thence South, 447.17 feet; thence N 89° 52' E, 150.00 feet; thence South, 150.00 feet; thence N 89° 34' E, 216.92 feet; thence N 0° 08' W, 79.0 feet; thence N 25° 43' W, 361.62 feet; thence North, 192.5 feet to the SE corner of said Lot 206; thence S 80° 52' W, 210.00 feet along the South line of Lot 206 to point of beginning.

together with all the tenements, hereditaments, and appurtenances to the same belonging, and all the estate, title, dower, right of homestead, claim or demand whatsoever of the said Grantors of, in or to the same, or any part thereof;

TO HAVE AND TO HOLD, the above described premises, with the appurtenances, unto the said Grantee, and to its successors and assigns, forever, and we, the said Grantors, for ourselves and our heirs, executors and administrators, do covenant with said Grantee and with its successors and assigns, that we are lawfully seized of said premises, that they are free from encumbrance, that we have good right and lawful

100-231

authority to sell the same, and that we will aid our heirs, executors and administrators shall warrant and defend the same unto the said Grantee and his successors and assigns, forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands, this
15th day of June, 1964.

Abe Baker
Abe Baker
Helen Baker
Helen Baker

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15th day of June, 1964, before me, a Notary Public in and for said County, personally came the above named Abe Baker and Helen Baker, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Grantors, and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

James P. Alanson
Notary Public

My commission expires on the 15th of October, 1967



28-284

EASEMENT

THIS INSTRUMENT, made this 30th day of June 1951 between

SELBY'S CONSTRUCTION CO.,

parties of the first part, and the City of Omaha, Nebraska, a Municipal Corporation/parties of the second part, WITNESSETH: and Sanitary Improvement District No. 3 of Sarpy County Nebraska, joint

and severally

That said parties of the first part in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to them in hand paid by said party of second part, the receipt whereof is hereby acknowledged, doth hereby grant, sell, convey and confirm unto said party of the second part and their assigns forever, the right to use, construct, build, lay and maintain

a 6" VCP

sanitary sewer pipe for the passage of sewer water and soil in, through, over and under the parcel of land described as follows, to-wit:

A (10) ten foot strip of land, (15) five feet on both sides of a line described as follows: Beginning at a point 185 feet East and 116 feet North of the West & corner of Section 16, T 14 N, R 13 E of the 6th P.M. Sarpy County, Nebraska; thence Easterly 205 feet to the common rear lot corner of lots 2 and 3, Chandler Acres as surveyed, platted and recorded, Sarpy County, Nebraska.

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska

6 day July 1951 at 2:34 PM, Eaker Ruff, County Clerk 25

Said easement is granted upon the expressed condition that if any changes, repairs or alterations are necessary to be made at any time or if any portion of said sewer need to be reconstructed after the lots are filled or improved, the City shall make good to the owner or owners of such lot or lots as hereinbefore set forth any and all damage that may be done by said changes, alterations, repairs or reconstruction, in the way of damage to trees, grounds, buildings or other improvements thereon including crops, vines, gardens and lawns, during construction and thereafter.

Said party of the second part agrees to pay all costs of construction of said storm or sanitary sewer, and fill in the trench with mechanically compacted material and sow grass seed over said trench and generally leave the premises in a neat and orderly condition.

Said parties of the first part for themselves and their heirs, executors and administrators do confirm with the said party of the second part and its assigns, that they, the parties of the first part, are well seized in fee of the lot and premises aforesaid and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant and defend this easement to said party of the second part and its assigns against the lawful claims and demands of all persons.

WITNESSES WHEREOF said parties of the first part have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF

STATE OF NEBRASKA
COUNTY OF DOUGLAS)

SELBY'S CONSTRUCTION CO.,
President
Secretary

On this 30th day of June, A.D. 1951, before me, the undersigned, a Notary Public in and for said County, personally appeared the above named

Wallace W. Tiller, President and Anna S. Schwartz, Secretary of SELBY'S CONSTRUCTION CO., who are personally known to me to be the identical persons whose names are affixed to the above easement as parties thereto, and they severally acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my Hand at Omaha, Nebraska the day aforesaid.

MY COMMISSION EXPIRES

AFFECTS

July 25

lot 4

only

94-15408

①
Ronald L. Comes
McGRATH, NORTH, MULLIN & KRATZ, P.C.
222 South Fifteenth Street, Suite 1400
Omaha, Nebraska 68102

| | |
|---------|---------------|
| Proof | <u>8</u> |
| D.E. | <u>W</u> |
| Verify | <u>W</u> |
| Filmed | <u> </u> |
| Checked | <u> </u> |
| Fee \$ | <u>11.00</u> |

INS. 94-15408
94 JUL -6 AM 10:32
FDS

TRUSTEE'S DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the Trust Deed executed September 30, 1987, by James L. Campbell and Neelyn S. Campbell, husband and wife, Trustor, to Ronald L. Comes, Trustee, for the benefit of Hawkeye Bank of Council Bluffs, (f/k/a State Bank and Trust,) Beneficiary, and recorded November 30, 1987, in Book 206, Page 11359, of the records of Sarpy County, said Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered.

NOW, THEREFORE, in accordance with the request of the Beneficiary named therein, the undersigned, as Trustee, does by these presents, grant, remise, release and reconvey, without warranty, to the person or persons entitled thereto, all the interest and estate of said Trustee by or through said Trust Deed in the following-described real estate (as defined in Neb. Rev. Stat. § 76-201):

See Attached Exhibit A

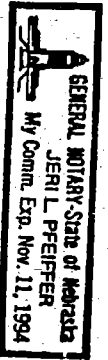
together with all buildings, fixtures, improvements and appurtenances thereto belonging to such premises.

Dated this 30th day of June, 1994.

[Signature]
RONALD L. COMES
Attorney at Law, Trustee

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30th day of June, 1994, by Ronald L. Comes, as Trustee.



[Signature]
Notary Public
My commission expires: 11/11/94

15408

94-15408A

Exhibit A

That part of the Southwest Quarter of the Northwest Quarter of Section 16, Township 14 North, Range 13, East of the 6th P.M., in the City of Bellevue, Sarpy County, Nebraska, described as follows:

Beginning at a point 33 feet North and 33 feet East of the Southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 16, said point also being the intersection of the North line of Chandler Road and the East line of 36th Street; thence Northerly along the East line of 36th Street; thence Northerly along the East line of 36th Street for a distance of 150.0 feet; thence Easterly and parallel to the Northerly line of Chandler Road for a distance of 150.0 feet; thence southerly and parallel to the East line of 36th Street for a distance of 150.0 feet to a point on the North line of Chandler Road; thence West along the North line of Chandler Road, 150.0 feet to the point of beginning, except that part taken for road purposes;

AND

The Easterly 200.00 feet of Lot 79, Cotton-Wood, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Lot 79; thence S 00°26'40" E (assumed bearing) 462.39 feet on the East line of said Lot 79 to the Southeast corner of said Lot 79; thence S 89°33'20" W, 40.00 feet on the South line of said Lot 79 to a point of curve; thence Northwesterly on the Southerly line of said Lot 79 on a 622.27 foot radius curve to the right, chord bearing N 82°59'41" W, a chord distance of 161.36 feet, for an arc distance of 161.82 feet; thence N°00 26'40" W, 443.02 feet on a line 200.00 feet West of and parallel to the East line of said Lot 79 to the North line of said Lot 79; thence East, 200.01 feet on the North line of said Lot 79 to the point of beginning. (To be known as Lot 79A.)

34-13171

RECORDED
INSTRUMENT NUMBER
94-13171

94 JUN 10 PM 12:50

[Nebraska]
[Sarpy County]

DEED OF RECONVEYANCE
AND RELEASE OF ASSIGNMENTS OF LEASES AND RENTS

Carroll Johnson
REGISTERED CLERK

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, all the indebtedness secured by those certain (a) Deeds of Trust, and (b) Assignments of Leases and Rents to FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Lender"), which Deeds of Trust and Assignments of Leases and Rents are described in Exhibit "A" attached hereto and made a part hereof (collectively, the "Security Documents") has been paid or otherwise discharged.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Lender does by these presents, grant, remise, release and reconvey unto the present owner or owners all the interest and estate granted to said Lender by said Security Documents in the premises, more particularly described in Exhibit "A" attached hereto and made a part hereof.

Lender is executing this Deed of Reconveyance and Release of Assignments of Leases and Rents in its capacity as Beneficiary and Trustee under the Deeds of Trust described in Exhibit "A" attached hereto and as Assignee under the Assignment of Leases and Rents described on Exhibit "A" attached hereto.

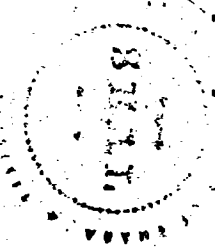
Dated: May 6, 1994 FIRST NATIONAL BANK OF OMAHA

[SEAL]

By: *Sharon K. [Signature]*
Its Vice President

ATTESTED:

By: *Sharon R. [Signature]*
Its Vice President



STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 6 day of May, 1994, before me, a Notary Public duly and for said state, personally appeared *Steven L. [Signature]* known to me to be *Steven L. [Signature]* Vice President of FIRST NATIONAL BANK OF OMAHA, a National Banking Association, and acknowledged the execution of the foregoing Deed of Reconveyance and Release of Assignments of Leases and Rents to be his voluntary act and deed and the voluntary act and deed of First National Bank of Omaha, as Trustee.

Witness my hand and Notarial Seal the date last above written.



Sharon R. [Signature]
Notary Public

| | |
|---------|-------------------|
| Proof | <u>✓</u> |
| D.E. | <u>2</u> |
| Verif. | <u>12</u> |
| Filed | <u> </u> |
| Checked | <u> </u> |
| Fee \$ | <u>28.50</u> |

13171

94-13171A

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 6th day of May, 1994, before me, a Notary Public duly and for said state, personally appeared Deville P. Ostrow known to me to be Deville P. Ostrow Vice President of FIRST NATIONAL BANK OF OMAHA, a National Banking Association, and acknowledged the execution of the foregoing Deed of Reconveyance and Release of Assignments of Leases and Rents to be his voluntary act and deed and the voluntary act and deed of First National Bank of Omaha, as Trustee.

Witness my hand and Notarial Seal the date last above written.



Tracy Morrison
Notary Public

CERTIFICATE

The undersigned hereby certifies that the following is a true and correct copy of a portion of Article IV of the By-Laws of the First National Bank of Omaha, a National Banking Association: "All assignments of mortgages and trust deeds, and all releases of mortgages and deeds of reconveyance shall be executed under the Seal of the Association by any member of the Executive Committee, any Executive Vice President, Senior Vice President, or Vice President, and shall be attested to by any member of the Executive Committee, any Executive Vice President, Senior Vice President, or Vice President."

The undersigned further certifies that the persons who executed the above and foregoing Deed of Reconveyance and Release of Assignments of Leases and Rents are officers of First National Bank of Omaha as respectively designated in said Release.

Diane Thomas
Bank Representative

94-13171B

EXHIBIT "A"

1. Deed of Trust, Security Agreement and Assignment of Rents, dated December 18, 1992, among Benvest, L.P., a Nebraska limited partnership ("Benvest"), and Benson 66 Service, Inc., a Nebraska corporation ("Benson 66"), in its own right and as successor in interest by merger to Regency Investment Co. Inc., formerly a Nebraska corporation, acting jointly as Trustor, and First National Bank of Omaha, a national banking association ("FNBO"), as Trustee and Beneficiary, which was filed of record with the Register of Deeds of Sarpy County, Nebraska, on December 21, 1992 as Instrumne. #92-028289.
2. Assignment of leases and Rents, dated December 18, 1992, by Benson 66, Cam-Dell Enterprises, L.P., a Nebraska limited partnership, successor in interest to Cam-Dell Enterprises, formerly a Nebraska general partnership, and Benvest, jointly as Assignor, and FNBO, as Assignee, which was filed of record with the Register of Deeds of Sarpy County, Nebraska, as Instrument #93-000265.
3. Amended Assignment of Leases and Rents, dated December 12, 1991, between James L. Campbell, Neelyn S. Campbell, and Benvest, jointly as Assignor, and FNBO, as Assignee, which was filed of record with the Register of Deeds of Sarpy County, Nebraska, as Instrument #91-20368.
4. Assignment of Leases and Rents, dated December 12, 1991, by Benson 66, as Assignor, to FNBO, as Assignee, which was filed of record with the Register of Deeds of Sarpy County, Nebraska, as Instrument #91-20367.
5. Deed of Trust, Security Agreement and Assignment of Rents, dated September 29, 1989, among Benson 66, as Trustor, and FNBO, as Beneficiary and Trustee, which was filed of record with the Register of Deeds of Sarpy County, Nebraska, as Instrument #89-14001.
6. Deed of Trust, Security Agreement and Assignment of Rents, dated December 12, 1991, between Benson 66, as Trustor, and FNBO, as Beneficiary and Trustee, which was filed of record with the Register of Deeds of Sarpy County, Nebraska as Instrument #91-20365.
7. Deed of Trust, Security Agreement and Assignment of Rents, dated December 12, 1991, in favor of FNBO, as Beneficiary and Trustee, which was filed of record with the Register of Deeds of Sarpy County, Nebraska, as Instrument #91-20366.
8. Deed of Trust, Security Agreement and Assignment of Rents, dated February 25, 1992, between Benson 66, as Trustor, and FNBO, as Beneficiary and Trustee, which was filed of record with the Register of Deeds of Sarpy County, Nebraska, as Instrument #92-07351.
9. Deed of Trust, Security Agreement and Assignment of Rents, dated July 8, 1988, between James L. Campbell and Neelyn S. Campbell, jointly as Trustor, and FNBO, as Beneficiary and Trustee, which was filed of record with the Register of Deeds of Sarpy County, Nebraska, as Instrument #88-10194.

LBM-3248
05/05/94
B2080.00640.BSFN

94-13171C

Each of the above described instruments covers some or all of the following described real estate:

A. Real Estate owned by Benvest, L.P., a Nebraska limited partnership:

Parcel 1 (Mission 66):

Lots Two (2), Three (3), and Four (4), Block 248, City of Bellevue, together with portions of streets, avenues and alleys adjacent thereto, heretofore vacated by the Municipality of Bellevue in Sarpy County, Nebraska.

Parcel 2 (Papio):

The East One-half (E1/2) of Lot One (1), in Block Four (4), in South Papillion, an Addition to the City of Papillion, Sarpy County, Nebraska.

Parcel 3 (Chandler Road):

That part of the SW1/4 of the NW1/4 of Section 16, Township 14 North, Range 13 East of the 6th P.M., in the City of Bellevue, Sarpy County, Nebraska, described as follows: Beginning at a point 33 feet North and 33 feet East of the Southwest corner of the Southwest Quarter of Northwest Quarter of said Section 16, said point also being the intersection of the North line of Chandler Road and the East line of 36th Street; thence Northerly along the East line of 36th Street for a distance of 150.0 feet; thence Easterly and parallel to the Northerly line of Chandler Road for a distance of 150.0 feet; thence Southerly and parallel to the East line of 36th Street for a distance of 150.0 feet to a point on the North 36th Street for a distance of 150.0 feet to a point on the North line of Chandler Road; thence West along the North line of Chandler Road, 150.0 feet to the Point of Beginning, except that part taken for road purposes.

Parcel 4 (66th & Cornhusker)

The Easterly 200.00 feet of Lot 79, Cotton-Wood, a subdivision in Sarpy County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said Lot 79; thence S00°26'40"E (assumed bearing) 462.39 feet on the East line of said Lot 79 to the Southeast corner of said Lot 79; thence S89°33'20"W, 40.00 feet on the South line of said Lot 79 to a point of curve; thence Northwesterly on the Southerly line of said Lot 79 on a 622.27 foot radius curve to the right, chord bearing N82°59'41"W, a chord distance of 161.36 feet, for an arc distance of 161.82 feet; thence N00°26'40"W, 443.02 feet on a line 200.00 feet West of and parallel to the East line of said Lot 79 to the North line of said Lot 79; thence East, 200.01 feet on the North line of

94-13171D

said Lot 79 to the Point of Beginning. (To be known as Lot 79A).

B. Real Estate owned by Benson 66 Service, Inc., in its own right and as successor in interest by merger to Regency Investment Co. Inc.:

Parcel 5 (Gold Coast):

Part of Lot 20, Top of the Mark, Second Platting, an addition to the City of Papillion, in Sarpy County, Nebraska, more particularly described as follows: Commencing at the SE corner of Lot 20, thence N00°16'12"W a distance of 19.66 feet to the Point of Beginning; thence S89°43'48"W a distance of 175.00 feet along the new right-of-way line of Highway 370; thence N00°16'12"W a distance of 150.00 feet, thence N89°43'49"E a distance of 168.98 feet to the West right-of-way line of Gold Coast Road; thence Southerly along a 970.00 foot radius curve to the right an arc distance of 108.10 feet; thence S00°16'12"E a distance of 42.16 feet to the Point of Beginning.

QUIT CLAIM DEEDS: Fee

PARTITION THREE EIGHT

101-413

THIS INDENTURE Made this 28th day of November
in the year 1960 between THE COUNTY OF SARPY, NEBRASKA

of the first part, and BELEVUE CONSTRUCTION COMPANY

Witnesseth, That the said part Y of the first part, in consideration of the sum of
Two Hundred Eighty Four and 60/100 ----- Dollars
to it duly paid, the receipt whereof is hereby acknowledged, has
granted, conveyed, remised, released and quit-claimed, and by these presents do grant, convey,
remise and forever quit-claim unto the said part Y of the second part, and to its
heirs and assigns forever, all its right, title, interest, estate, claim and demand,
both at law and in equity, of, in and to the following described real estate, situated in Sarpy
County, and State of Nebraska to-wit:

A strip of land located in the southern part of Tax
Lot F of the Northwest Quarter of Section 16, Township 14
North, Range 13 East of the 6th P.M., Sarpy County,
Nebraska, described as follows:

Referring to the west quarter corner of said Section 16;
thence easterly on the south line of the Northwest Quarter
of said Section 16, a distance of 56.9 feet; thence northeast-
erly 71 degrees 00 minutes left, a distance of 34.9 feet to
the point of beginning, said point being 33.0 feet northerly
from, measured at right angles to said South line; thence
easterly 71 degrees 00 minutes right and on a line 33.0 feet
northerly from and parallel to said South line a distance of
1,256.0 feet; thence westerly a distance of 456.2 feet to a
point 75.0 feet northerly from said South line; thence
continuing westerly a distance of 802.8 feet to the point of
beginning, containing 0.61 acre, more or less

A parcel of land located in the western part of Tax
Lot D-3 in the Northwest Quarter of Section 16, Township 14
North, Range 13 East of the 6th P.M., Sarpy County, Nebraska
lying between the eastern right of way line of road as
established previous to 1947 and the following described
line:

Beginning at a point 528.0 feet northerly and 47.0 feet
easterly from the southwest corner of said Northwest
Quarter; thence northerly on a line 47.0 feet easterly from
and parallel to said West line a distance of 150.0 feet to
a point of termination containing 0.033 acre, more or less

Entered in the official index and Recorded in the Register of Deeds office in Sarpy County, Nebraska,
on the 9th day of December, 1960, at 10:00 A.M., Esbey Ref, County Clerk, 2nd fl.

101-414

Together with all and singular the hereinafter and appurtenances the right to having TO HAVE AND TO HOLD the above described premises unto the said Bellevue Construction

Company, its successors and assigns

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand the day and year first above written

Signed, Sealed and Delivered in Presence of
William C. Caldwell

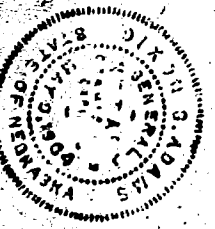
COUNTY OF SAPPY, NEBRASKA
By *William C. Caldwell*
Chairman of the Board of County Commissioners
Attest: *Frank J. Kelly*
County Clerk

STATE OF NEBRASKA

County of Sappay

On the 28th day of November

A. D. 1960, before me, *Orlwin E. Adams, Notary Public*, in and for said county and state, personally came the above named Frank J. Kelly, Chairman of the Board of County Commissioners of Sappay County, Nebraska



who is personally known to me to be the identical person described in and whose name is subscribed to the foregoing instrument and who acknowledged the foregoing instrument to be his voluntary act and deed for the purposes therein stated, and of the County. WITNESS my hand and official seal at Papillion in said county, on the date last above mentioned.

Orlwin E. Adams
NOTARY PUBLIC

96-1445

96-012493

96 FEB 28 PM 3:31

Lloyd J. Dowding
REGISTER OF DEEDS

County *9*
Verify *OK*
D.E. *170*
Proc. *170*
Fee \$ *21.50*
Chg ☒ *FILE*

THIS PAGE ADDED FOR RECORDING INFORMATION

LLOYD J. DOWDING
Sapry County Register of Deeds

1210 Golden Gate Drive, Suite 1100 Papillion, Nebraska 68046-2685 Phone: (402) 583-2185 Fax: (402) 583-2338

EASEMENT AGREEMENT - COMMON DRIVEWAY

Agreement made, effective as of this 23rd day of August, 1996, by and between PDM, Inc., a corporation duly organized and existing under the laws of the State of Nebraska, hereinafter referred to as PDM, and SIP, L.L.C., a limited liability company duly organized and existing under the laws of the State of Nebraska, hereinafter referred to as SIP.

RECITALS

The parties recite and declare:

A. The parties have an interest in adjoining real estate situated in the City of Bellevue, County of Sarpy, State of Nebraska, and described, respectively, as follows:

PDM: Lots 1, 2, 4 and 5 of Chandler Plaza, as surveyed, platted and recorded in Sarpy County, Nebraska.

SIP: Lot 3 of Chandler Plaza, as surveyed, platted and recorded in Sarpy County, Nebraska.

B. The parties desire to create a common driveway between the above-described adjoining lots owned by them for the benefit of each of them.

The parties agree as follows:

An easement for a common driveway in favor of Lot 3 owned by SIP is created over the strip of land 15 feet in width along the west boundary line of Lot 4 and over a strip of land 15 feet in width along the south boundary line of Lot 2 to a point 15 feet east of the west boundary line of Lot 4, and an easement for a common driveway is created in favor of Lot 4 and Lot 2, over the strip of land 15 feet in width along the east boundary of Lot 3, and over a strip of land 15 feet in width along the north boundary line of Lot 3, for the purpose of creating a common driveway 30 feet in width for the benefit of both of the above-described lots, all as set out on the plat of Chandler Plaza attached as Exhibit A and by this reference incorporated herein. Collectively, these easements are referred to as "the Easement" in this document for ease of reference.

The Easement created by this Agreement is superior and paramount to the rights of either of the parties to this Agreement in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land.

SIP shall design and construct the improvements contemplated by or permitted under this Easement at its own expense, and subject to the prior approval of the design and specifications by PDM, so long as PDM retains ownership of all or part of Lots 1, 2, 4

017493

96-174938

or 5. SIP shall maintain the improvements on the driveways on all Lots where the Easements are permitted herein free of all cost to PDM and its successors.

SIP or successor shall have responsibility for the maintenance of the common driveway; provided if SIP or successor shall fail and neglect to maintain the Easement in adequate condition to be used for the purposes set out herein shall the then owner of Lot 4 or Lot 2 shall have the right (but not the obligation) to undertake maintenance, and then only upon notice to SIP or successor with a right to cure the failure within a reasonable time. In the event that the PDM or its successor in ownership of Lot 4 or Lot 2 undertakes maintenance as permitted in this paragraph, then PDM or the successor shall be reimbursed by SIP or successor for the fair and reasonable cost of such maintenance.

Each party shall not permit any obstruction or other interference to be created on its servient estate which adversely affects the stated purpose of this Easement.

In witness whereof, each party to this Agreement has caused it to be executed on the date(s) indicated below.

PDM, Inc.:

By:

Its:

[Signature]
VICE PRESIDENT

SIP, L.L.C.:

By:

[Signature] [Signature]

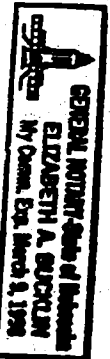
Member

STATE OF NEBRASKA)

)ss

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23 day of August, 1996 by Jeffrey M. Keating, of PDM, Inc., a Nebraska corporation, on behalf of the corporation.

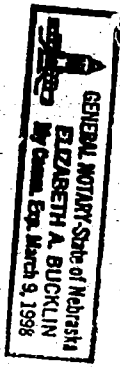


Elizabeth A. Bucklin
Notary Public

96-17493C

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23 day of August, 1996 by Charles Spaulding of SIP, L.L.C., a limited liability company, + Son Svoboda



Elizabeth A. Bucklin
Notary Public

96-17492

COUNTY NUMBER
96-017492
96 APR 28 PM 3:30
Lloyd J. Dowding
REGISTER OF DEEDS

County 96
Verify ✓
D.E. ✓
Proof ✓
Fee \$ 354.50
Chg ☒ FILING
Cash ☐

THIS PAGE ADDED FOR RECORDING INFORMATION

LLOYD J. DOWDING
Sanjo County Register of Deeds

1210 Golden Gate Drive, Suite 1100 Payson, Montana 59655-2305 Phone (402) 580-2105 Fax (402) 580-2305

FILE

96-17492#
EASEMENT AGREEMENT
INGRESS AND EGRESS
ADJOINING LOTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PDM, Inc., a corporation duly organized and existing under the laws of the State of Nebraska ("Grantor") on behalf of Grantor, its successors and assigns, hereby grants to SIP, L.L.C., a limited liability company duly organized and existing under the laws of the State of Nebraska ("Grantee"), an easement ("Easement") as more generally described in Section 1 of this Easement Agreement for the purposes described in Section 2 hereof.

SECTION ONE
CONVEYANCE OF EASEMENT

(a) Subject to and conditioned upon all other terms and conditions of this Easement Agreement, the Easement shall be over and across that portion ("Easement Area") of the real estate legally described as Lot 4, Chandler Plaza, City of Bellevue, Sarpy County, Nebraska, (including any replat thereof) ("Servient Property") which is depicted in the cross-hatched area on attached Exhibit "A", it being understood that (i) the Easement Area is not to scale; and (ii) the Easement Area shall be described as follows: from a point of beginning located at the southeast corner of Lot 4, thence westerly along the southern lot line of Lot 4 to a point where a line 15 feet east of and parallel to the western lot line of Lot 4 intersects the southern boundary line of lot 4, thence northerly 60 feet along a line 15 feet east of and parallel to the west lot line of Lot 4, thence due east along a line to the east lot line of Lot 4, thence southerly along the east lot line of Lot 4 to the point of beginning.

(b) The Easement shall exist only if and when (and only for so long as) the City of Bellevue, or any other governmental authority having jurisdiction therefor, requires a traffic median to be constructed in Chandler Road which permits left turns by eastbound traffic into the Servient Property, but does not permit left turns by eastbound traffic into Lot 3 of Chandler Plaza, City of Bellevue, Sarpy County, Nebraska, including any replat thereof ("Benefited Property").

SECTION TWO
PURPOSE

The Easement is hereby granted solely for the purposes of providing ingress and egress over the Easement Area to passenger motor vehicles and light trucks operated by the general public, the licensees and business invitees of the Grantee and the owners of Lots 1, 2, and 5 (all of Chandler Plaza, City of Bellevue, Sarpy County, Nebraska individually or collectively "Benefited Lot(s)") and their respective successors and assigns for the lawful commercial business purposes then being conducted on the Benefited Property and the Benefited Lots, but only by means of the Access Road or the

96-174926

Common Access (as either is identified in Section 3 of this Easement Agreement); provided, however, that nothing herein shall preclude Grantor, or its successors, from permitting the general public and its or their business invitees or licensees to use the Access Road or Common Access as ingress or egress to any portion of the Servient Property, for the commercial business purposes then being conducted on the Servient Property. The use of the Access Road and the Common Access shall at all times be subject to any restrictions of law, including traffic laws and regulations. As a condition to the Easement, Grantee and its successors or assigns shall use its best efforts to limit use of the Access Road to those persons or entities permitted by this Section 2 and to require all permitted users to comply with all restrictions and conditions of this Easement Agreement.

SECTION THREE CONSTRUCTION AND MAINTENANCE

(a) The Easement shall not entitle Grantee or its successors or assigns to use any portion of the Easement Area or to any other rights under this Easement Agreement except by an access road ("Access Road"), which for purposes of this Easement Agreement shall mean and include any repairs or replacement over and across the Servient Property constructed by Grantee, or its successors, at its sole cost and expense, in the Easement Area, from Chandler Road to the Benefited Property commencing from a commercial street cut (installed with the consent of the City of Bellevue) made at a location corresponding to the location in the median permitting left hand turns by eastbound traffic from Chandler Road; provided that the Access Road shall not interfere with use of any improvements ("Common Drive") made pursuant to a certain "Easement Agreement - Common Driveway" made and entered into by and between the parties as of 8-23, 1996. The exact location, design and construction materials of the Access Road shall be subject to the prior written approval of the Grantor or its successors. The Access Road shall not be more than 24 feet in width and shall permit access to the Common Drive over and across the Servient Property to a location not more than 24 feet in width.

(b) The Easement shall not entitle Grantee or its successors or assigns to use any portion of the Access Road, or to any other rights under this Easement Agreement, unless and until Grantee, or its successors, shall construct and maintain curbs, curb cuts, bollards, and other suitable objects or materials to prevent any vehicle from entering the Benefited Property over, across or from the Servient Property except over the Access Road or the Common Drive. All curbs, curb cuts, bollards, and other objects or materials, including any repair or replacement thereof, shall be subject to the prior written approval of Grantor or its successors.

(c) Except as provided in Section 3(d), the Access Road and all other improvements required or permitted by this Easement Agreement shall be maintained by Grantee and its successors in a good state of condition and repair for as long as the Easement shall exist, at its sole cost and expense. Grantor hereby grants Grantee, and its successors, the right of entry to the Servient Property for the purpose of maintaining, repairing and keeping the Access Road in such condition at all reasonable times; provided that such entry shall not interfere with Grantor (or its successors' or assigns') use of the Servient Property.

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(d) Notwithstanding the approval of the Access Road by Grantor (or its successors) or any other provision in this Easement Agreement, Grantor (and its successors) shall have the right at all times to development or re-develop any portion of the Servient Property as it or they may consider appropriate even to the extent such development or re-development may interfere with or prevent use of the Access Road; provided, however, that in any such event, then Grantor and its successor, shall, (i) at its sole cost and expense, remove, re-locate, repair or replace the Access Road, or (ii) construct over and across the Easement Area a means of common access ("Common Access") and the Easement, including all of the respective rights and obligations of Grantor and Grantee and their successors and assigns under this Easement Agreement, shall then apply to the newly constructed, repaired or replacement Access Road or the Common Access, but Grantor and its successors shall be responsible for all repair, replacement, and maintenance costs and responsibility of Grantee in connection with such newly constructed Access Road and the Common Access for as long as the Easement shall exist.

SECTION FOUR EASEMENT TO RUN WITH LAND

Subject to Section 2 of this Easement Agreement, the Easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns. All obligations and rights under this Easement Agreement of Grantor and Grantee shall extinguish upon the conveyance of their respective interests in the Servient Property or the Benefited Property, except to the extent either may retain an interest therein or in the Benefited Lots.

SECTION FIVE NOTICES

Any notice required by or concerning this Easement Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement or to such address as a party shall have given notice to the other party.

SECTION SIX GOVERNING LAW

This Easement Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

SECTION SEVEN ENTIRE AGREEMENT

This Easement Agreement shall constitute the entire agreement between the parties and any prior oral or written agreement, understanding or representation of any kind preceding the date of this Easement Agreement and related to the subject matter hereof shall not be binding upon either party.

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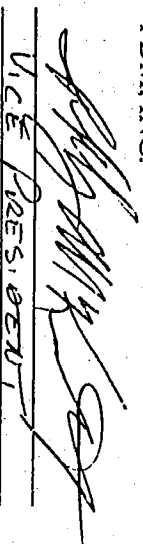
SECTION EIGHT
MODIFICATION OF AGREEMENT

Any modification of this Easement Agreement or additional obligation assumed by either party in connection with this Easement Agreement shall be binding only if occurring after the effective date of this Easement Agreement and is made in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this Easement Agreement has caused it to be executed on the date indicated below.

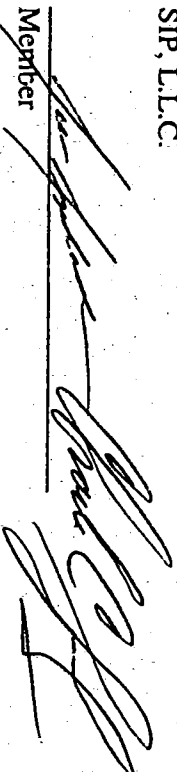
PDM, INC.

By:


Vice President

SIP, L.L.C.

By:


Member

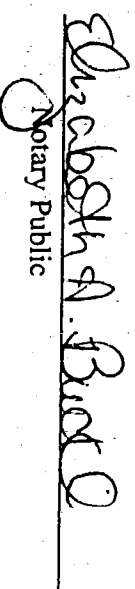
STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

The foregoing Easement Agreement was acknowledged before me this 23 day of August, 1996 by Jeffrey M. Keckling, of PDM, Inc., a Nebraska corporation, on behalf of the corporation.




Notary Public

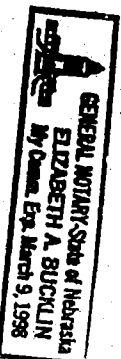
My commission expires:

3-9-98

96-17492 E

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing Easement Agreement was acknowledged before me this 23
day of August, 1996 by Don Erbebeck + Charles of
SIP, L.L.C., a limited liability company, on behalf of the company. Spaulding



Elizabeth A. Bucklin
Notary Public

My commission expires:

39.98

