

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2006-11969

2006 APR 10 P 3: 23 B

*Sharon J. Newburg*  
REGISTER OF DEEDS

COUNTER *P*  
VERIFY *J M O E*  
PROOF *J*  
FEES \$ 35.50  
CHECK# 1534744  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

#### AGREEMENT

This Agreement is made effective this 5 day of April, 2006 by and between Richard D. Sorensen and Connie F. Sorensen, husband and wife, (collectively "Owner #1"), Robert C. Sorensen as Trustee of the Robert C. Sorensen Trust dated April 19, 2005 and Nancy W. Sorensen as Trustee of the Nancy W. Sorensen Trust dated April 19, 2005, (collectively "Owner #2"), (Owner #1 and Owner #2 are collectively referred to herein as the "Owners") and APEX Group Incorporated, a Nebraska Corporation ("APEX").

#### RECITALS

WHEREAS, APEX is the owner of a parcel of real estate located in Sarpy County, Nebraska, legally described on the attached Exhibit "A" (the "Apex Property"); and

WHEREAS, Owner #1 and Owner #2 are the owners of Parcel #1 and Parcel #2, respectively, which parcels of real estate are located immediately to the south of the Apex Property in Sarpy County, Nebraska. Parcel #1 and Parcel #2 are legally described on the attached Exhibit "B" and Exhibit "B-1", respectively; and

WHEREAS, as a part of the due diligence performed by APEX in the purchase of the Apex Property, it was determined by survey that a fence located between the south property line of the Apex Property and the north property line of Parcel #1 and Parcel #2 is located on the Apex Property. The area between the fence and the south property line of the Apex Property will hereinafter be referred to as the "Fence Area"; and

WHEREAS, the Owners acknowledge that the fence is so located on the Apex Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereto agree as follows:

1. Monetary Consideration. Upon execution of this Agreement by the Owners, Apex shall pay to the Owners the sum of Four Thousand Dollars (\$4,000.00) in full, complete and total settlement of any claim, demand or cause of action held by or claimed to be held by the Owners involving the location of the fence on the Apex Property and the Fence Area. Following the payment of the monetary consideration, this Agreement may be recorded in the real estate records of Sarpy County, Nebraska by APEX.

2. Acknowledgement. The Owners hereby acknowledge the following:

- a. The fence is located on the Apex Property.
- b. Their use of the fence and the Fence Area has never been intended to be adverse to the Apex Property owner's title or interests.
- c. Their use of the fence and the Fence Area was permissive, and in no way intended to be under claim of right.

3. Waiver. The Owners hereby waive and relinquish any and all rights and claims they have or may have had related or arising from the Apex Property or Fence Area, including, but not limited to, any claims under the doctrine of "Adverse Possession", as that term is used under Nebraska common law and statute. The Owners shall execute a Quitclaim Deed in the form attached hereto as Exhibit "C" upon the execution of this Agreement, thereby fully relinquishing any claim of right the Owners have or may have had towards the Fence Area.

4. Easement. The parties agree that the fence may temporarily remain in its current location, and that the Owners may temporarily continue to use the Fence Area. APEX has disclosed to the Owners that APEX will seek in the future to subdivide the entire Apex Property, including the Fence Area. As part of the subdivision, APEX intends to relocate the fence to the south boundary of the Apex Property. APEX hereby grants to the Owners for the benefit of Parcel #1 and Parcel #2 an easement over the portions of the Fence Area abutting their respective parcels for the purpose of maintaining the fence. At any time after the date hereof, APEX or its successors may terminate this easement by written notice to the Owners and, upon 10 days notice to the Owners, move the fence to the south property line of the Apex Property. APEX may record such notice of easement termination. APEX shall stake and survey the southern line of the Apex Property. After reinstallation, APEX shall bear no responsibility to replace, maintain or repair the fence.

Return to:  
Todd A. Richardson  
Blackwell Sanders Peper Martin, LLP  
1620 Dodge Street, Suite 2100  
Omaha, NE 68102

A

5. Recitals. The foregoing recitals are incorporated herein by reference.

6. Recording: Agreement Runs with the Land. This Agreement may be recorded in the real estate records of Sarpy County, Nebraska. This Agreement shall run with title to the Apex Property and with title to Parcels #1 and #2.

7. Entire Agreement. This Agreement and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings between the parties. There are no covenants, promises, agreements, conditions or understandings, either oral or written between the parties other than as set forth herein. Unless reduced to writing and signed by the parties, no subsequent alteration, amendment, change or addition to this Agreement shall be binding.

8. Successors and Assigns. This Agreement shall inure to the benefit of the parties and their respective successors, assigns and personal representatives.

9. Notices. All notices required hereunder shall be delivered to the parties at the following addresses via United States Certified or Registered Mail, pre-paid:

If to APEX:	Apex Group Incorporated 2332 Bob Boozer Drive Omaha, NE 68130
If to Owner #1:	Richard D. Sorensen and Connie F. Sorensen 11521 South 192 <sup>nd</sup> Gretna, Nebraska 68028
If to Owner #2:	Robert C. Sorensen and Nancy W. Sorensen 8311 Elizabeth Drive Lincoln, Nebraska 68505

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth beneath their respective signatures below, the latter of which shall be considered to be the date of this Agreement for reference purposes.

APEX Group Incorporated:

By: [Signature]  
Its: President  
Date: 4/05/06

[Signature]  
Richard D. Sorensen  
Date: 4-5-06

[Signature]  
Connie F. Sorensen  
Date: 4-5-06

[Signature]  
Robert C. Sorensen as Trustee of the  
Robert C. Sorensen Trust dated April 19, 2005  
Date: 5 April 2006

[Signature]  
Nancy W. Sorensen as Trustee of the  
Nancy W. Sorensen Trust dated April 19, 2005  
Date: 4-5-06

Return to:  
Todd A. Richardson  
Blackwell Sanders Peper Martin, LLP  
1620 Dodge Street, Suite 2100  
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STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Sarpy )

The foregoing instrument was acknowledged before me this 5 day of April, 2006, by Curt Hofer, the Pres. of APEX Group Incorporated.

*Kristi A. Huber*

Notary Public  
My Commission expires: 1-27-08

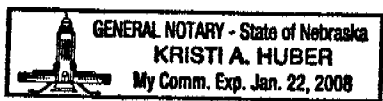


STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Sarpy )

The foregoing instrument was acknowledged before me this 5 day of April, 2006, by Richard D. Sorensen and Connie F. Sorensen, husband and wife.

*Kristi A. Huber*

Notary Public  
My Commission expires: 1-22-08



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Sarpy )

The foregoing instrument was acknowledged before me this 5 day of April, 2006, by Robert C. Sorensen as Trustee of the Robert C. Sorensen Trust dated April 19, 2005 and Nancy W. Sorensen as Trustee of the Nancy W. Sorensen Trust dated April 19, 2005.

*Kristi A. Huber*

Notary Public  
My Commission expires: 1-22-08



Return to:  
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Blackwell Sanders Peper Martin, LLP  
1620 Dodge Street, Suite 2100  
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C

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF APEX PROPERTY**

The west ½ of the northwest ¼ of section 32, township 14 north, range 11 east of the 6<sup>th</sup> P.M., in Sarpy County, Nebraska, and the east ½ of the northwest ¼ of section 32, township 14 north, range 11 east. Except that part deed to the State of Nebraska in Warranty Deed filed October 21, 1961 in Book 111, Page 565 in deed records, Sarpy County, Nebraska.

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D

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF PARCEL #1**

The West One-Half (W ½) of the Southwest Quarter (SW ¼), Section Thirty-two (32), Township Fourteen (14) North, Range Eleven (11) East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

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**EXHIBIT "B-1"**

**LEGAL DESCRIPTION OF PARCEL #2**

East Half of the Southwest Quarter of Section 32, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M.,  
Sarpy County, Nebraska.

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Blackwell Sanders Peper Martin, LLP  
1620 Dodge Street, Suite 2100  
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2000-11969F

**EXHIBIT "C"**  
**FORM OF QUITCLAIM DEED**

Return to:  
Todd A. Richardson  
Blackwell Sanders Peper Martin, LLP  
1620 Dodge Street, Suite 2100  
Omaha, NE 68102