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CASS COUNTY, NE.

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David John
REGISTER OF DEEDS

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-----Above space for recording only-----

EASEMENT AGREEMENT

After recording return to:

**TitleCore National, LLC
1640 Normandy Ct. Ste C
Lincoln NED 68512**

TR

EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as "the Agreement") is made on this ___ day of December 2015, by and between NEBCO, Inc. and Constructors, Inc., both of 1815 Y Street, Lincoln, Lancaster County, Nebraska, 68508, ("collectively referred to herein as Grantor"), North Lake Properties, LLC, and North Lake Condominium Association, A Nebraska Not For Profit Corporation (the latter two parties collectively referred to herein as "North Lake" and/or "Grantee(s)" interchangeably throughout).

RECITALS

WHEREAS, North Lake is the owner of certain land situated in Sections 11, 13, 14, 19, and 24, all in Township 12, Range 10, East of the 6th P.M., all located in Cass County, Nebraska, (hereinafter "the Property"), which Property is more specifically described on Exhibit E incorporated herein by reference; and

WHEREAS, Grantor is the owner of certain land that lies adjacent to the Property, which land is also located in Cass County, Nebraska ("Grantor Property");

WHEREAS, The Grantor Property includes and contains upon it a small roadway that runs adjacent to the Property, which roadway lies upon real estate that was reserved by Grantor in the transfer of the Property to North Lake and which roadway provides one point of access to the Property;

WHEREAS, The Grantor Property also includes upon it certain drainage pipes and a Sanitary Sewer System that North Lake desires to use after the date of this Agreement, in exchange for repayment of certain maintenance costs and expenses;

WHEREAS, Grantor agrees that North Lake, its successors, assigns, and tenants and/or permissive users of the Property and the all appurtenances and improvements located thereon, are hereby granted the right to use the respective parcels of real property identified herein, and other portions of Grantor's property as specifically identified herein and solely for the purposes to be identified in this Agreement, and the respective easement areas are to be used solely as a route to allow access to and from the Property and for certain utility purposes as identified herein, subject to the terms and conditions of this Agreement. The approximate location of the area over which the respective easements have been granted herein by Grantor, is identified on the various exhibits attached to this Agreement, each of which is incorporated by this reference as if fully set forth herein; and

WHEREAS, North Lake agrees to share in the costs and expenses of maintaining the respective areas over which Grantor is willing to grant easement(s) pursuant to the provisions of this Agreement.

In consideration of the above Recitals and the terms and covenants set forth in this Agreement, the parties hereby agree as follows:

1. Conveyance of Easement for Use of Roadway from Highway 66 to North Lake. Grantor agrees to and does hereby grant and convey to North Lake and its successors and assigns, including but not limited to tenants and permissive users thereof (collectively referred to herein as "Grantee"), an easement over and across the easement area collectively depicted in Exhibits A and D, both of which are attached hereto and incorporated herein by this reference (the access areas and the roadway are collectively referred to herein as the "Roadway Easement Area"). The easements provided for in this paragraph shall be solely for the purposes of vehicular and pedestrian ingress and egress to the Property from Nebraska State Highway 66 (Exhibit A), and for access to the "small lake" on the west from the existing roadway (this small lake access area is identified on Exhibit D), and all incidental uses thereof, and for no other purpose.

A. Maintenance of Roadway Easement Area. NEBCO shall retain the exclusive authority to determine what, if any, maintenance is necessary for the Roadway Easement Area. Snow removal, roadway

repairs/replacement, landscaping of areas in and adjacent to the Roadway Easement Area, and mowing, all of which NEBCO agrees to arrange, within and around the Easement Area, shall be included in the expenses provided for in this paragraph. Grantee shall bear the reasonable expense of any improvements that Grantee wishes to locate upon the Roadway Easement Area and the maintenance of the Roadway Easement Area in regard thereto, including but not limited to any maintenance NEBCO provides and arranges for on the Roadway Easement Area, the repair and/or installation of any gates installed to control access to the Roadway Easement Area, or any construction and/or maintenance required in order to allow Grantee to construct, enhance, expand, or otherwise work on any similar improvements. As a part of the consideration of this conveyance, Grantee agrees to operate only on the improvements on the Roadway Easement Area in such a manner so as to in no way hinder or prevent Grantor's proper and reasonable use and enjoyment of the Grantor Property, including but not limited to the Roadway Easement Area.

B. Payment of Expenses and Maintenance. All reasonable expenses of maintenance and operation of the roadway and areas adjacent thereto, all of which are located upon the Roadway Easement Area, will be shared between the parties, with Grantee paying sixty-eight and sixty-four hundredths per cent (68.64%) of all such costs, such payment being due within thirty (30) days after billing of the same by NEBCO. In addition to the allocations provided for in the immediately preceding sentence that represent costs incurred to maintain those portions of the Roadway Easement Area traversing NEBCO's property, NEBCO shall invoice Grantee one hundred per cent (100%) of costs to maintain and operate that portion of the roadway that are located upon that property currently leased by NEBCO from the Burlington Northern Railroad for the purposes of access to Grantor's property adjacent to that of the Burlington Northern Railroad, and Grantee agrees to pay one hundred per cent of those reasonable maintenance and operation expenses, as invoiced by NEBCO in the same manner as provided elsewhere in this Agreement. NEBCO will provide Grantee an invoice reflecting the expenses of maintenance and operation on a quarterly basis. Notwithstanding any other provision in this paragraph, North Lake agrees to reimburse NEBCO for one hundred per cent (100%) of the expenses for any damage, normal wear and tear excepted, that is incurred in the Roadway Easement Area as a result of North Lake's access rights to the Roadway Easement Area, one hundred per cent (100%) of the costs to retain and keep the aforementioned lease in full force and effect, and sixty-eight and sixty-four hundredths (68.64%) of the real estate taxes attributable to the Roadway Easement Area.

2. Conveyance of Force Main and Sanitary Sewer Easement.

A. Sanitary Sewer Force Main Easement. Grantor grants and gives unto Grantee an easement for the use of the force main across Grantor's property, the approximate location of which is identified in Exhibit B, attached hereto and incorporated herein by this reference ("Force Main Easement"). The Force Main Easement shall exist solely for the purpose of discharging sanitary sewage into the Sanitary Sewer System owned and operated by Grantor. In the event that this force main needs to be repaired and/or replaced, the diameter and elevation of the force main will remain the same, and such repairs and/or replacements shall be within the sound discretion of Grantor. At no time shall the use of the Force Main Easement impede the recreational use of the body of water commonly known as Middle Island; in the event of such an impediment, Grantor shall provide Grantee written notice of such impediment, and this Force Main Easement may be terminated if Grantees have not commenced action to resolve such impediment within ten (10) days of receipt of such notice.

(1) All maintenance and operation, as well as all expenses of maintenance and operation, of all activities upon the Force Main Easement area shall be borne by and the sole responsibility of Grantee. Only upon receipt of NEBCO's consent, which consent will not be unreasonably withheld, Grantee shall have access across Grantor's property to maintain and perform maintenance of the force main.

(2) Grantees agree to indemnify Grantor, and each of their respective successors, and assigns, including but not limited to its tenants and permissive users of Middle Island from or for any clean up costs and hazardous waste investigations, remediation, or clean-up, in the event that the force main identified in this provision leaks or in any way spills, causes damage to, or impedes the use of

Grantor property or the lake commonly known as Middle Island. Grantees agree to indemnify Grantor, and each of them, and hold Grantor, and each of them, harmless, including but not limited to its employees, shareholders, directors, subsidiary companies, and agents, for and from any and all claims, losses, damages, suits, or demands as a result of Grantees' use of the Force Main Easement. Furthermore, Grantees have investigated the force main and assured themselves that said main is adequate for the purposes Grantee(s) have identified as uses thereof, and Grantees covenant not to file suit or in any way issue demand against NEBCO or Constructors, Inc., or either of their respective its employees, its subsidiaries, directors, or shareholders for any claims that arise out of Grantees' use of the Force Main Easement.

B. Sanitary Sewer System Easement. Grantor owns and operates a sewage system and three (3) sewage disposal lagoons and North Lake desires to discharge sewages from its real property into said sewage system. In addition to the other Easements identified herein, Grantor agrees to grant to Grantees a non-exclusive easement for the discharge of sewage from North Lake into Grantor's sanitary sewage system and into Grantor's lagoon system ("Sanitary Sewage Easement"). The Sanitary Sewage Easement provided for herein shall be for the sole purpose of discharging sanitary sewage from North Lake residents and for no other purpose.

(1) A. Maintenance of Sanitary Sewage Easement Area. Grantor shall retain the exclusive authority to determine what, if any, maintenance is necessary on the Sanitary Sewage Easement.

(2) Payment of Expenses and Maintenance. All reasonable expenses of maintenance and operation of the sanitary sewage system located upon the Sanitary Sewage Easement Area will be shared between the parties, with Grantee paying sixty-eight and sixty-four hundredths per cent (68.64%) of all such costs, such payment being due within thirty (30) days after billing of the same by NEBCO. NEBCO will provide Grantee with an invoice reflecting the expenses of maintenance and operation on a quarterly basis.

(3) Indemnity. Grantees agree to indemnify Grantor, and each of their respective successors, and assigns, including but not limited to its tenants and permissive users of Middle Island from or for any clean-up costs and hazardous waste investigations, remediation, or clean-up, in the event that the force main identified in this provision leaks or in any way spills, causes damage to, or impedes the use of Grantor's property or the lake commonly known as Middle Island. Grantees agree to indemnify Grantor, and each of them, and hold Grantor, and each of them, harmless, including but not limited to its employees, shareholders, directors, subsidiary companies, and agents, for and from any and all claims, losses, damages, suits, or demands as a result of Grantees' use of the Sanitary Sewage Easement. Furthermore, Grantees have investigated the sanitary sewage system and assured themselves that said main is adequate for the purposes Grantee(s) have identified as necessary uses thereof, and Grantees covenant not to file suit or in any way issue demand against Grantor, and each of their respective employees, its subsidiaries, directors, or shareholders for any claims that arise out of Grantees' use of the Sanitary Sewage Easement.

C. Survival and Inuring of Indemnity. The indemnity obligation and covenants not to sue provided for in this provision are material provisions of this agreement, are intended to survive termination hereof, and are intended to inure to the benefit of NEBCO's and Constructors' successors and assigns, including but not limited to the shareholders, principals, directors, employees, and agents thereof.

3. Drainage Tube Easement. The parties acknowledge that there is a drainage tube that has been constructed and exists between the bodies of water known as North Lake and Middle Island. Grantee acknowledges that the drainage tube is owned by North Lake, and a portion of the property upon which it is located is owned by NEBCO. NEBCO grants Grantee an easement solely for the purposes of using the drainage tube to drain North Lake into Middle Island via the existing tube that is a forty-nine (49) inch by thirty-three (33) inch corrugated metal arch pipe (CMAP) with an invert elevation of 1,035.3 above sea level in North Lake and invert elevation of 1,033.3 above sea level in Middle Island ("Drainage Tube Easement"). In the event that this drainage tube needs to be repaired and/or replaced, the Drainage Tube Easement shall remain

the same, i.e., the location, diameter, and elevation of the drainage pipe shall in all instances remain the same. The approximate location of the Drainage Tube Easement is identified on Exhibit C attached hereto and incorporated herein by this reference as if fully set forth herein. The drainage pipe located upon the Drainage Tube Easement shall be maintained solely by Grantee, solely at Grantees' costs and expense. Grantee agrees to obtain NEBCO's consent for access to NEBCO's property should maintenance be necessary on the drainage pipe, which consent shall not be unreasonable withheld. Grantee also agrees that the indemnity obligations and covenants not to sue delineated elsewhere in this agreement are specifically intended to apply in regard to the Drainage Tube Easement also, and the application of those obligations to the Drainage Tube Easement are also intended to survive termination of this Agreement.

4. Term and Duration. Grantor grants and gives unto Grantee the perpetual privilege and right of entering onto each of the respective Easement Areas described herein. In the event that NEBCO sells the adjacent properties known as Middle Island, NEBCO will use its best effort to persuade Middle Island and North Lake to enter into a joint association for maintenance of the Roadways and other Easement Area(s) identified herein.

5. Limited Purpose. Each of the respective Easement Areas are to be used solely for the purpose of accessing the Property for access to homes built thereon and/or for other recreational activities that are to be performed thereon, and for any incidental purposes related to either of the foregoing. Grantee expressly acknowledges that NEBCO and Constructors reserve their respective rights to use any of the Easement Areas for any purpose that NEBCO deems appropriate in or affiliated with its business and/or operations, or in the operations or for the purposes of NEBCO or its successors and assigns.

6. NEBCO's Title to Property. Grantee acknowledges the legal title of Grantor to the Grantor Property, including but not limited to the Easement Areas located upon Grantor Property, and Grantees agree never to deny such title or to claim title in Grantee's name. Grantee further covenants and agrees, as a condition precedent to Grantor's agreement to the terms hereof, to include reference to this paragraph in the contract for any future sales of lots on the Property as a condition and disclosure to such a sale.

7. No Warranty Of Premises. Grantee has inspected each of the respective Easement Areas. Grantor, and each of them, grants the Easements provided for herein on an "as is," "where is" basis, and NEBCO does not warrant or represent that the Easement Areas are safe, healthful, or suitable for the purposes for which it is permitted to be used hereunder. The obligations delineated in paragraph eight (8) immediately below shall apply in the event any Grantee, or any permissive user thereof, attempts to make a claim against NEBCO or Constructors, any affiliated entity, any successor, director, officer, shareholder, or any employee and/or agent of any such entity or individual on the basis of premises liability or any other claim seeking to attach liability deriving from use of the Easement Area, or any of them.

8. Indemnification And Covenant Not To File Suit. Grantee shall use the Easement Areas, or any of them, at its own risk, and agrees that Grantee, or anyone using the Easement Areas through or with the permission of Grantee, shall never claim any damages against NEBCO, Inc. or Constructor, Inc., or each of their respective successors, affiliated entities, officers, directors, shareholders, and employees and/or agents of any of them or any entity affiliated with NEBCO or Constructors, Inc. (collectively referred to herein as the "Indemnitees"), for any injuries or damages suffered on account of the exercise of the rights to use the Easement Areas, and each of them, regardless of the fault or negligence of any such Indemnitees. Grantee shall indemnify Indemnitees against all liability for damages and expenses resulting from, arising out of, or in any way connected with, the exercise of the right and/or privilege by Grantee or Grantee's assignees, permittees, or other persons entering and/or using the Easement Areas, and any of them, and/or accessing the Property at the invitation and/or permission of Grantees or any successor thereof. The obligations provided for in this entire provision, including but not limited to the indemnity obligations and the covenant not to sue, shall survive termination of this Agreement and the indemnity obligations provided for herein include, but are not limited to

an express covenant on behalf of Grantees to refrain from ever filing suit against NEBCO or Constructors for any damages incurred by any third person arising out of the use(s) identified herein, and to hold NEBCO and Constructors harmless from any person(s) claiming any such rights on account of the grant of use(s) provided for herein. So long as this Agreement remains in effect and any grant herein has not been terminated, North Lake agrees to maintain public liability insurance that provides coverage for and against claims asserted by third parties that may arise as a result of Grantee(s)' use of the respective Easement Areas, and North Lake agrees to name NEBCO and Constructors, Inc. as additional insureds on such policy, the minimum limits of which shall provide coverage for not than five million dollars per occurrence (\$5,000,000.00); to the extent such coverage has not been provided, NEBCO or Constructors may obtain the same and include the costs of the such coverage on the invoices provided hereunder, payment of which shall be included as part of the consideration for the agreements provided for herein.

9. NEBCO's Use Of Easement Areas. Grantor retains, reserves, and will continue to enjoy the right to use each of the respective Easement Areas delineated herein for any and all purposes commensurate with use as a roadway or any other purpose Grantor determines is appropriate, and Grantee agrees that Grantor may access the Roadway Easement Area through any gates that are installed by Grantee. Grantee will provide NEBCO with one key to each lock on any gate installed by Grantee or at its direction, and NEBCO agrees that no duplicate keys will be made unless expressly authorized by Grantee and/or its agents or assigns.

10. Amendment or Modification. This Agreement may be modified or amended in whole or in part only by a written instrument executed by both parties and filed in the appropriate office in Cass County, Nebraska.

11. Recordation. At Grantee's election, this Agreement may be recorded in the public records for Cass County, Nebraska, at Grantee's expense.

12. Notices. Any notices provided for or concerning this 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 existed and known by the other at the time of filing this Agreement.

13. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

14. Entire Agreement. This Agreement and the exhibit(s) attached to it and incorporated herein contain all the representations between the parties, and together they comprises the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreement are superseded in total by this Agreement and the exhibits incorporated herein.

The parties have executed this agreement as of the day and year first above written.

NEBCO, Inc., a Nebraska Corporation

By: Robert A. Nordquist
Robert A. Nordquist, President
NEBCO, Inc.

NORTH LAKE CONDOMINIUM ASSOCIATION, a
Nebraska Not For Profit Corporation,

By: Patrick Lemmers
Patrick Lemmers, President NLCA

CONSTRUCTORS, INC., a Nebraska
Corporation

By: [Signature]

NORTH LAKE PROPERTIES, LLC, a Nebraska
Limited Liability Company,

By: Patrick Lemmers

Randy Howard, President
Constructors, Inc.

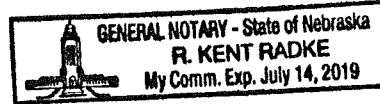
Patrick Lemmers, Managing Member

STATE OF NEBRASKA)
 DOUGLAS) ss.
COUNTY OF ~~LANCASTER~~)

The foregoing instrument was acknowledged before me this 18 day of December 2015 by Patrick Lemmers, an individual known to me, and after he represented this his signature was affixed hereto intending to bind North Lake Condominium Association to the provisions hereof, after he represented that he possessed actual authority to do so.

R Kent Radke
Notary Public

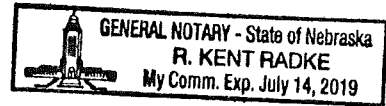
STATE OF NEBRASKA)
 DOUGLAS) ss.
COUNTY OF ~~LANCASTER~~)



The foregoing instrument was acknowledged before me this 18 day of December 2015 by Patrick Lemmers, an individual known to me, and after he represented this his signature was affixed hereto intending to bind North Lake Properties, LLC to the provisions hereof, after he represented that he possessed actual authority to do so.

R Kent Radke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 17th day of December 2015, by Robert A. Nordquist, President and an authorized representative and officer of NEBCO, Inc., a Nebraska corporation, on behalf of the corporation, after providing sufficient evidence that he had the actual authority to bind the corporation thereto and that the corporation had agreed to be bound by the terms and provisions hereof.

Kerstin Mink
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)



The foregoing instrument was acknowledged before me this 17th day of December 2015, by Randy Howard, President and an authorized representative and officer of Constructors, Inc., a Nebraska corporation, on behalf of the corporation, after providing sufficient evidence that he had the actual authority to bind the corporation thereto and that the corporation had agreed to be bound by the terms and provisions hereof.

Kerstin Mink
Notary Public

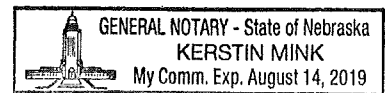


Exhibit A – Roadway Easement Area

AN INGRESS/EGRESS EASEMENT, 24.00 FEET IN WIDTH, LOCATED IN A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 10 EAST AND A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 12 NORTH, RANGE 11 EAST, ALL BEING PART OF THE 6TH P.M., CASS COUNTY, NEBRASKA AND THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N87°23'44"E, ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, 2652.52 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE S68°30'21"E, 1434.75 FEET, TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF HIGHWAY #66; THENCE S23°22'20"E, ON THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY #66, 888.13 FEET, TO A POINT OF INTERSECTION WITH NORTH LINE OF DESCRIBED INGRESS/EGRESS EASEMENT; THENCE S62°34'31"W, ON THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, 50.13 FEET, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF HIGHWAY #66; THENCE S23°22'20"E, ON THE CENTERLINE OF SAID HIGHWAY #66, 12.03 FEET, TO THE POINT OF BEGINNING FOR THE CENTERLINE OF THE DESCRIBED INGRESS/EGRESS EASEMENT; THENCE N62°34'31"E, 367.59 FEET, TO A POINT OF CURVATURE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°41'13", A RADIUS OF 650.00 FEET, AN ARC LENGTH OF 257.38 FEET, A CHORD BEARING OF N73°55'07"E, AND A CHORD LENGTH OF 255.70 FEET, TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°47'19", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 132.69 FEET, A CHORD BEARING OF N68°22'04"E, AND A CHORD LENGTH OF 130.77 FEET, TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17°20'03", A RADIUS OF 450.00 FEET, AN ARC LENGTH OF 136.14 FEET, A CHORD BEARING OF N60°08'26"E, AND A CHORD LENGTH OF 135.62 FEET; THENCE N68°48'27"E, 411.90 FEET, TO A POINT OF CURVATURE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°29'47", A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 206.16 FEET, A CHORD BEARING OF N21°33'34"E, AND A CHORD LENGTH OF 183.58 FEET; THENCE N25°41'19"W, 180.74 FEET, TO A POINT OF CURVATURE TO THE LEFT HAVING A CENTRAL ANGLE OF 00°07'03", A RADIUS OF 7000.00 FEET, AN ARC LENGTH OF 14.37 FEET, A CHORD BEARING OF N25°44'51"W, AND A CHORD LENGTH OF 14.37 FEET, TO THE POINT OF TERMINATION FOR THE CENTERLINE OF THE DESCRIBED INGRESS/EGRESS EASEMENT.

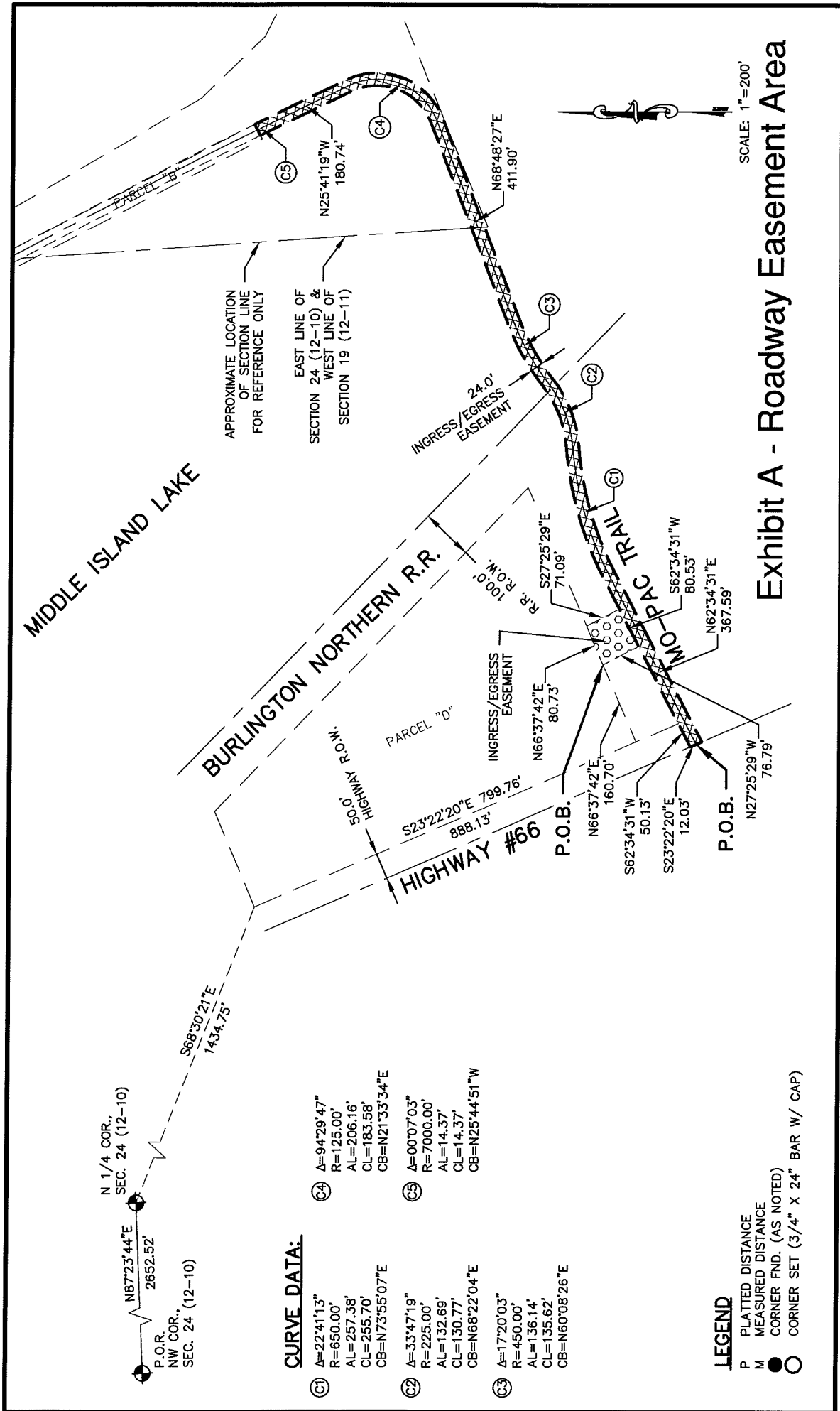
CONTAINING A TOTAL CALCULATED AREA OF 40,967 SQUARE FEET OR 0.940 ACRES.

AND

AN INGRESS/EGRESS EASEMENT, LOCATED IN A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 10 EAST AND A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 12 NORTH, RANGE 11 EAST, ALL BEING PART OF THE 6TH P.M., CASS COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N87°23'44"E, ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, 2652.52 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE S68°30'21"E, 1434.75 FEET, TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF HIGHWAY #66; THENCE S23°22'20"E, ON THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY #66, 799.76 FEET; THENCE N66°37'42"E, 160.70 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING N66°37'42"E, 80.73 FEET; THENCE S27°25'29"E, 71.09 FEET, TO A POINT OF INTERSECTION WITH NORTH LINE OF A INGRESS/EGRESS EASEMENT, 24 FEET IN WIDTH; THENCE S62°34'31"W, ON THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, 80.53 FEET; THENCE DEPARTING SAID INGRESS/EGRESS EASEMENT N27°25'29"W, 76.79 FEET, TO THE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 5,954 SQUARE FEET OR 0.137 ACRES.



SCALE: 1"=200'

Exhibit A - Roadway Easement Area

CURVE DATA:

- C1** Δ=22°41'13"
 R=650.00'
 AL=257.38'
 CL=255.70'
 CB=N73°55'07"E
- C2** Δ=33°47'19"
 R=225.00'
 AL=132.69'
 CL=130.77'
 CB=N68°22'04"E
- C3** Δ=17°20'03"
 R=450.00'
 AL=136.14'
 CL=135.62'
 CB=N60°08'26"E
- C4** Δ=94°29'47"
 R=125.00'
 AL=206.16'
 CL=183.58'
 CB=N21°33'34"E
- C5** Δ=00°07'03"
 R=7000.00'
 AL=14.37'
 CL=14.37'
 CB=N25°44'51"W

LEGEND

- P PLATTED DISTANCE
- M MEASURED DISTANCE
- CORNER FND. (AS NOTED)
- CORNER SET (3/4" X 24" BAR W/ CAP)

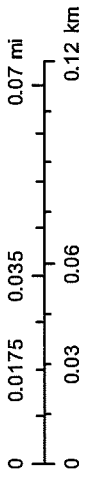
Exhibit B - Approximate Location of Sanitary Sewer Force Main



December 10, 2015

-  Building Footprint
-  City Limits
-  Parcels
-  Sections

1:2,257



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

EXISTING CULVERT SITE PLAN
 NORTH LAKE
 SOUTH BEND, NE.

601 OLD CHENEY ROAD, STE A
 LINCOLN, NEBRASKA 68512
 (402).484.7342
 ● ENGINEERING
 ● PLANNING
 ● SURVEYING

REGA
 ENGINEERING
 GROUP, INC.

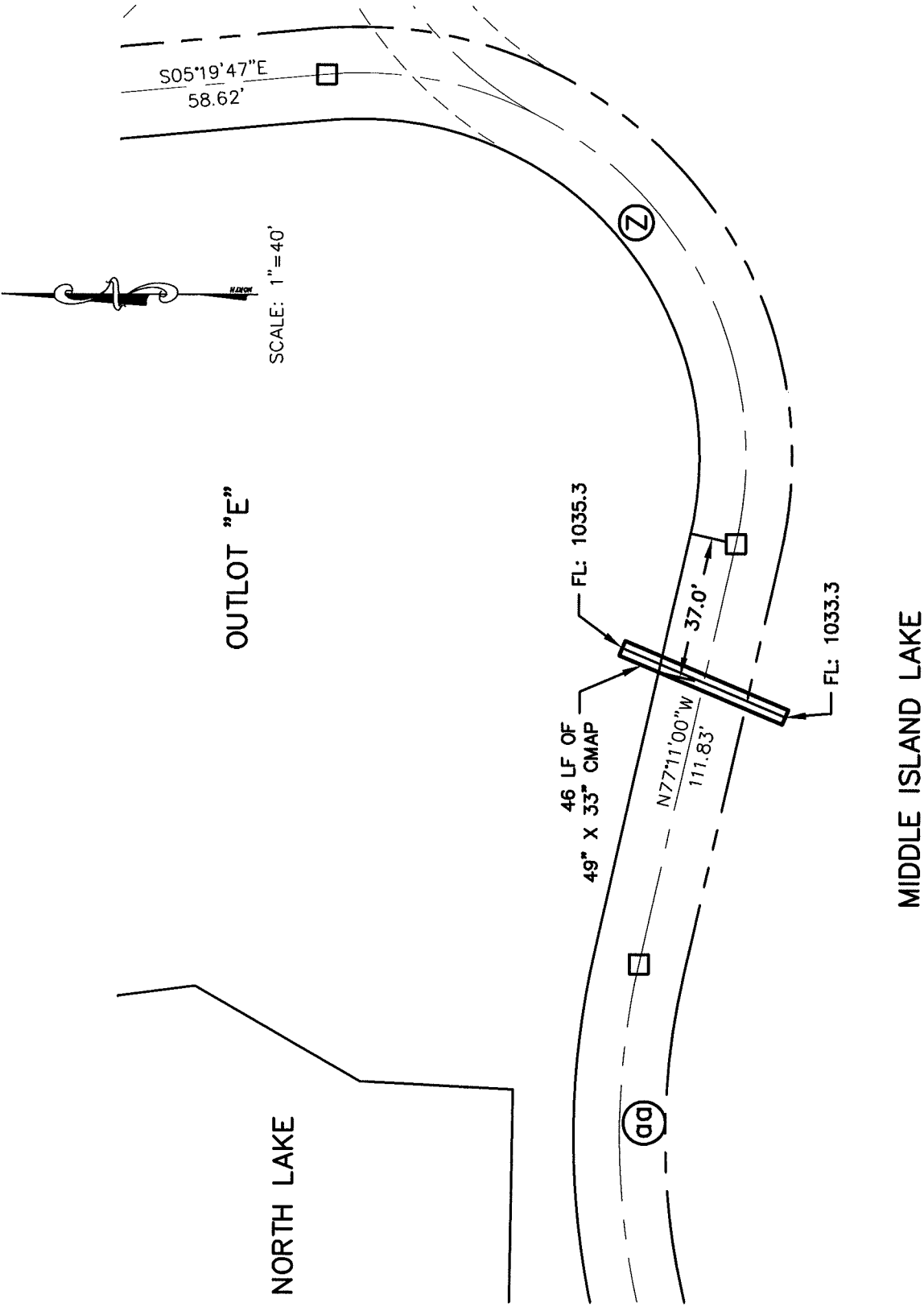


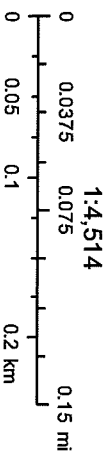
Exhibit C - Approximate Location of Drainage Tube

Exhibit D - Approximate Location of Access Easement - Small Lake



December 16, 2015

- Building Footprint
- City Limits
- Parcels
- Sections



Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, Aero, Geomatics, AeroGRID, IGN, IGP, swisstopo, and

EXHIBIT E

Parcel A:

A tract of land located in part of the South Half of Section 11, Township 12 North, Range 10 East of the 6th P.M., Cass County, Nebraska, and being more particularly described as follows:

Referring to the East Quarter corner of said Section 11; thence $S01^{\circ}46'53''E$, on the East line of said Section 11, 2357.91 feet; thence $S88^{\circ}13'07''W$, 2478.58 feet, to the point of beginning; thence following the perimeter of the described Parcel "A" on the following bearings and distances: $S14^{\circ}40'17''W$, 284.74 feet, to a point of intersection with the North right-of-way line of the Burlington Northern Railroad; thence following the North right-of-way line of said Burlington Northern Railroad on the following bearings and distances: $N71^{\circ}51'32''W$, 63.75 feet, to a point of curvature to the left having a central angle of $05^{\circ}40'45''$, a radius of 11250.00 feet, an arc length of 1115.12 feet, a chord bearing $N74^{\circ}41'55''W$, and a chord length of 1114.66 feet; thence departing North right-of-way line of said Burlington Northern railroad, $N07^{\circ}20'12''E$, 129.42 feet, to the south bank of the Platte River; thence following the south bank of the Platte River on the following bearings and distances; thence $N87^{\circ}10'41''E$, 103.39 feet; thence $N61^{\circ}31'28''E$, 208.73 feet; thence $S79^{\circ}16'05''E$, 47.63 feet; thence $S60^{\circ}57'51''E$, 133.92 feet; thence $S65^{\circ}25'37''E$, 165.32 feet; thence $S72^{\circ}36'44''E$, 261.65 feet; thence $S77^{\circ}49'28''E$, 187.05 feet; thence $S85^{\circ}55'08''E$, 158.21 feet, to the point of beginning, and including all Platte River accretions thereto.

Parcel B:

A tract of land located in the Southeast Quarter of Section 11, a part of section 13, a part of the Northeast Quarter of Section 14, and a part of the Northeast Quarter of Section 24, Township 12 North, Range 10, and a part of the Northwest Quarter of Section 19, Township 12 North, Range 11, all East of the 6th P.M., Cass County, Nebraska and being more particularly described as follows:

Referring to the East Quarter corner of said Section 11; thence $S01^{\circ}46'53''E$, on the East lines of said Sections 11 and 14, 2907.94 feet, to a point on the South bank of the Platte River and the point of beginning; thence following the bank of the Platte River on the following bearings and distances: $S61^{\circ}23'31''E$, 863.27 feet; thence $S66^{\circ}24'37''E$, 518.06 feet; thence $S57^{\circ}10'00''E$, 650.15 feet; thence $S51^{\circ}38'03''E$, 738.01 feet; thence $S44^{\circ}48'00''E$, 401.24 feet; thence $S54^{\circ}46'45''E$, 418.64 feet; thence $S51^{\circ}40'44''E$, 549.55 feet; thence $S43^{\circ}02'18''E$, 315.86 feet; thence $S29^{\circ}54'19''E$, 347.53 feet; thence $S41^{\circ}52'28''E$, 657.39 feet; thence $S46^{\circ}57'13''E$, 846.01 feet; thence $S28^{\circ}13'02''E$, 1173.61 feet; thence $S27^{\circ}11'26''E$, 571.80 feet; thence departing the South bank of the Platte River $S62^{\circ}32'43''W$, 31.99 feet; thence $N27^{\circ}27'17''W$, 765.66 feet; thence $N29^{\circ}18'24''W$, 654.67 feet, to a point of curvature to the left having a central angle of $29^{\circ}30'05''$, a radius of 855.00 feet, an arc length of 440.24 feet, a chord bearing of $N44^{\circ}03'27''W$, and a chord length of 435.39 feet, to a point of reverse curvature to the right having a central angle of $29^{\circ}19'55''$, a radius of 920.00 feet, an arc length of 470.98 feet, a chord bearing of $N44^{\circ}08'32''W$, and a chord length of 465.86 feet, to a point of reverse curvature to the left having a central angle of $18^{\circ}23'49''$, a radius of 1930.00 feet, an arc length of 619.70 feet, a chord bearing of $N38^{\circ}40'29''W$, and a chord length of 617.04 feet, to a point of reverse curvature to the right having a central angle of $22^{\circ}43'25''$, a radius of 1170.00 feet, an arc length of 464.02 feet, a chord bearing of $N36^{\circ}30'41''W$, and a chord length of 460.99 feet, to a point of reverse curvature to the left having a central angle of $34^{\circ}07'55''$, a radius of 905.00 feet, an arc length of 539.12 feet, a chord bearing of $N42^{\circ}12'57''W$, and a chord length of 531.19 feet, thence $N55^{\circ}21'01''W$,

227.97 feet; thence N41°53'54"W, 199.71 feet; thence N54°36'39"W, 196.76 feet; thence N59°23'36"W, 168.03 feet, to a point of curvature to the right having a central angle of 14°51'01", a radius of 770.00 feet, an arc length of 199.57 feet, a chord bearing of N51°58'06"W, and a chord distance of 199.01 feet; thence S74°03'28"W, 223.44 feet; thence N82°42'03"W, 229.83 feet; thence S70°59'28"W, 234.66 feet; thence S64°14'28"W, 216.01 feet; thence S68°12'09"W, 198.91 feet; thence S44°01'52"W, 296.45 feet, to a point of intersection with the North right-of-way line of the Burlington Northern Railroad; thence following the North right-of-way line of said Burlington Northern Railroad on the following bearings and distances: N45°58'08"W, 1130.55 feet, to a point of curvature to the left having a central angle of 25°53'24", a radius of 5800.00 feet, an arc length of 2620.82 feet, a chord bearing N58°54'50"W, and a chord length of 2598.58 feet; thence N71°51'32"W, 868.66 feet; thence departing the North right-of-way line of said Burlington Northern Railroad N14°40'17"E, 284.74 feet, to the South bank of the Platte River; thence following the South bank of the Platte River on the following bearings and distances; thence N35°52'04"E, 94.45 feet; thence S77°45'26"E, 153.59 feet; thence S89°51'44"E, 45.76 feet; thence N67°52'28"E, 91.92 feet; thence S83°59'41"E, 77.19 feet; thence N56°41'25"E, 60.00 feet; thence S88°53'00"E, 50.00 feet; thence N70°52'28"E, 55.00 feet; thence N61°47'53"E, 52.00 feet; thence N74°52'05"E, 48.00 feet; thence S 84°10'33"E, 45.00 feet; thence S65°34'47"E, 20.00 feet; thence S88°58'23"E, 60.00 feet; thence N62°37'32"E, 50.00 feet; thence S79°03'02"E, 115.00 feet; thence S89°14'12"E, 120.00 feet; thence N87°55'33"E, 30.00 feet; thence N64°26'05"E, 45.00 feet; thence S87°15'43"E, 25.00 feet; thence N75°03'56"E, 12.00 feet; thence S67°26'50"E, 86.46 feet; thence S89°45'34"E, 26.47 feet; thence S63°08'03"E, 107.78 feet; thence S65°22'01"E, 93.07 feet; thence S56°51'27"E, 94.56 feet; thence S54°53'47"E, 75.00 feet; thence S78°14'08"E, 68.00 feet; thence S61°45'39"E, 73.66 feet; thence S64°57'52"E, 159.86 feet; thence S74°43'12"E, 133.38 feet; thence S61°23'31"E, 566.27 feet, to a point of intersection with the East line of the Northeast Quarter of said Section 14, also being the point of beginning and including all Platte River accretions thereto.

Parcel C:

That part of Government Lot 2, that part of Lots 10, 11 and 19, all of Sub Lot 1 of Lot 10, and that part of the Southwest Quarter of Section 13 (Formerly Blocks 1 and 2, South Bend Original Town), all located in the West Half of Section 13, Township 12 North, Range 10 East of the 6th P.M., Cass County, Nebraska, and being more particularly described as follows:

Referring to the West quarter corner of said Section 13; thence N01°46'53"W, on the West line of the Northwest Quarter of said Section 13, 396.31 feet; thence N88°13'07"E, 302.16 feet, to the point of beginning; thence following the perimeter of the described Parcel "C" on the following bearings and distances: N44°01'52"E, 405.11 feet, to a point of intersection with the South right-of-way line of the Burlington Northern Railroad; thence following the South right-of-way of the said Burlington Northern Railroad on the following bearings and distances; S45°58'08"E, 863.34 feet; thence S85°31'50"W, 63.62 feet; thence S45°52'22"E, 1837.61 feet; thence departing the South right-of-way line of the said Burlington Northern Railroad, S87°09'25"W, 68.03 feet; thence S02°48'40"E, 15.09 feet; thence S45°58'09"E, 390.48 feet, to a point of intersection with the North right-of-way line of Larch Street; thence S87°08'40"W, on the North right-of-way line of said Larch Street, 747.11 feet, to a point of intersection with the East right-of-way line of Colorado Street; thence N02°48'03"W, on the East right-of-way line of said Colorado Street, 300.24 feet, to the Southeast corner of said Lot 10, and also being the Southwest corner of said Sub Lot 1 of Lot 10; thence S87°09'25"W, on the South lines of said Lots 10 and 11, 764.21 feet; thence N27°03'52"W, 1862.21 feet, to the point of beginning.

Parcel D:

A fractional part of Government Lot 1, fractional part of Lot 5, and a fractional part of Lot 6, all part of the Northeast Quarter of Section 24, Township 12 North, Range 10 East of the 6th P.M., Cass County, Nebraska, and being more particularly described as follows:

Referring to the Northwest corner of said Section 24; thence $N87^{\circ}23'44''E$, on the North line of the Northwest Quarter of said Section 24, 2652.52 feet, to the North quarter corner of said Section 24; thence $S68^{\circ}30'21''E$, 1434.75 feet, to a point of intersection with the East right-of-way line of Highway #66, also being the point of beginning; thence following the perimeter of the described Parcel "D" on the following bearings and distances; $N67^{\circ}11'17''E$, 199.09 feet, to a point of intersection with the West right-of-way line of the Burlington Northern Railroad; thence $S45^{\circ}56'42''E$, on the West right-of-way line of said Burlington Northern Railroad, 864.01 feet; thence $S66^{\circ}37'42''W$, 530.74 feet, to a point of intersection with the East right-of-way line of Highway #66; thence $N23^{\circ}22'20''W$, on the East right-of-way line of said Highway #66, 799.76 feet, to the point of beginning.