

NEBRASKA DOCUMENTARY
STAMP TAX

JAN 29 2016

\$ EX #23 By AB

1731 ✓
FILED
DASS COUNTY, NE.

2016 JAN 29 PM 1:05

84 of 62 76

David John
REGISTER OF DEEDS

#731 \$34.00

Return To: North Lake Properties LLC
11720 West Dodge Rd
Omaha, Nebraska 68154

BOAT STORAGE AREA EASEMENT

This Boat Storage Area Easement (hereinafter "Easement") is entered into and granted this 17th day of December, 2015, by and between **NORTH LAKE PROPERTIES, LLC** a Nebraska limited liability company, (hereinafter referred to as "North Lake") and **NEBCO, INC.** a Nebraska corporation, (hereinafter "Nebco").

R E C I T A L S

WHEREAS, North Lake is the owner in fee simple of the property commonly referred to as the "Boat Storage Area" legally described on Exhibit "A" and shown on Exhibit "B" (Parcel "A") which is attached hereto and incorporated herein by said reference; and

WHEREAS, Nebco has a "Well House" which is shown on Exhibit "B" which is North of the Boat Storage Area which Well House provides water to Quarry Oaks Golf Course; and

WHEREAS, it is necessary for Nebco to have access over/across the Boat Storage Area to perform maintenance and repairs to its Well House; and

WHEREAS, the parties herein are desirous of providing for access by Nebco and its successors and assigns over/across the Boat Storage Area in order to gain access to its Well House.

NOW THEREFORE, the parties herein agree as follows, to-wit:

1. North Lake grants to Nebco and its successors and
- MM

assigns a perpetual ingress and egress easement over/across the Boat Storage Area to gain access to its Well House for the purpose of maintaining and/or repairing said Well House

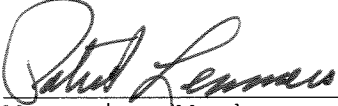
2. It is further agreed by North lake that if Nebco is ever required to move its Well House off of railroad right of way Nebco may relocate said Well House to a location in the Boat Storage Area that is mutually agreed to by the parties herein. Consent of North Lake will not be unreasonably withheld. Additionally, the parties herein also agree to relocate the existing fence and gate to a location mutually agreed to by the parties herein.

3. This Easement is perpetual in nature and may not be amended, modified or terminated except by the express written consent of the parties herein or their successors and assigns.

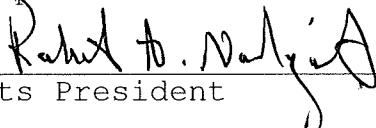
4. This Easement shall run with the land and shall inure to the benefit of and be binding and obligatory upon the parties herein and their successors and assigns.

IN WITNESS WHEREOF, we have unto set our hands this 17th day of December, 2015.

NORTH LAKE PROPERTIES, LLC
a Nebraska limited
liability company


BY: 
Managing Member

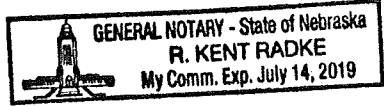
NEBCO, INC. a Nebraska
Corporation

BY: 
Its President

STATE OF NEBRASKA)
 :
COUNTY OF LANCASTER)

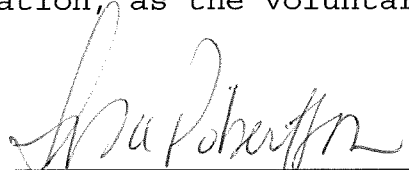
The foregoing instrument was acknowledged before me this 18 day of December, 2015 by **PATRICK LEMMERS**, Managing Member of **NORTH LAKE PROPERTIES, LLC**, a Nebraska limited liability company.


Notary Public



STATE OF NEBRASKA)
 : SS.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 17 day of December, 2015, by **ROBERT A. NORDQUIST**, President of **NEBCO, INC.** a Nebraska corporation, as the voluntary act and deed of said corporation.


Notary Public

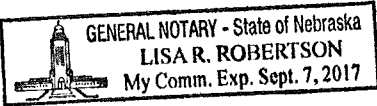


EXHIBIT "A"

Tax Lot 17, also known as Parcel "A" – BOAT STORAGE

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°46'53"E, on the East line of said Section 11, 2357.91 feet; thence S88°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°40'17W, 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°51'32"W, 63.75 feet, to a point of curvature to the left having a central angle of 05°40'45", a radius of 11250.00 feet, an arc length of 1115.12 feet, a chord bearing N74°41'55"W, and a chord length of 1114.66 feet; thence departing North right-of-way line of said Burlington Northern railroad, N07°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°10'41"E, 103.39 feet; thence N61°31'28"E, 208.73 feet; thence S79°16'05"E, 47.63 feet; thence S60°57'51"E, 133.92 feet; thence S65°25'37"E, 165.32 feet; thence S72°36'44"E, 261.65 feet; thence S77°49'28"E, 187.05 feet; thence S85°55'08"E, 158.21 feet, to the point of beginning, and including all Platte River accretions thereto.

Containing a total calculated area of 285,274 square feet or 6.549 acres.

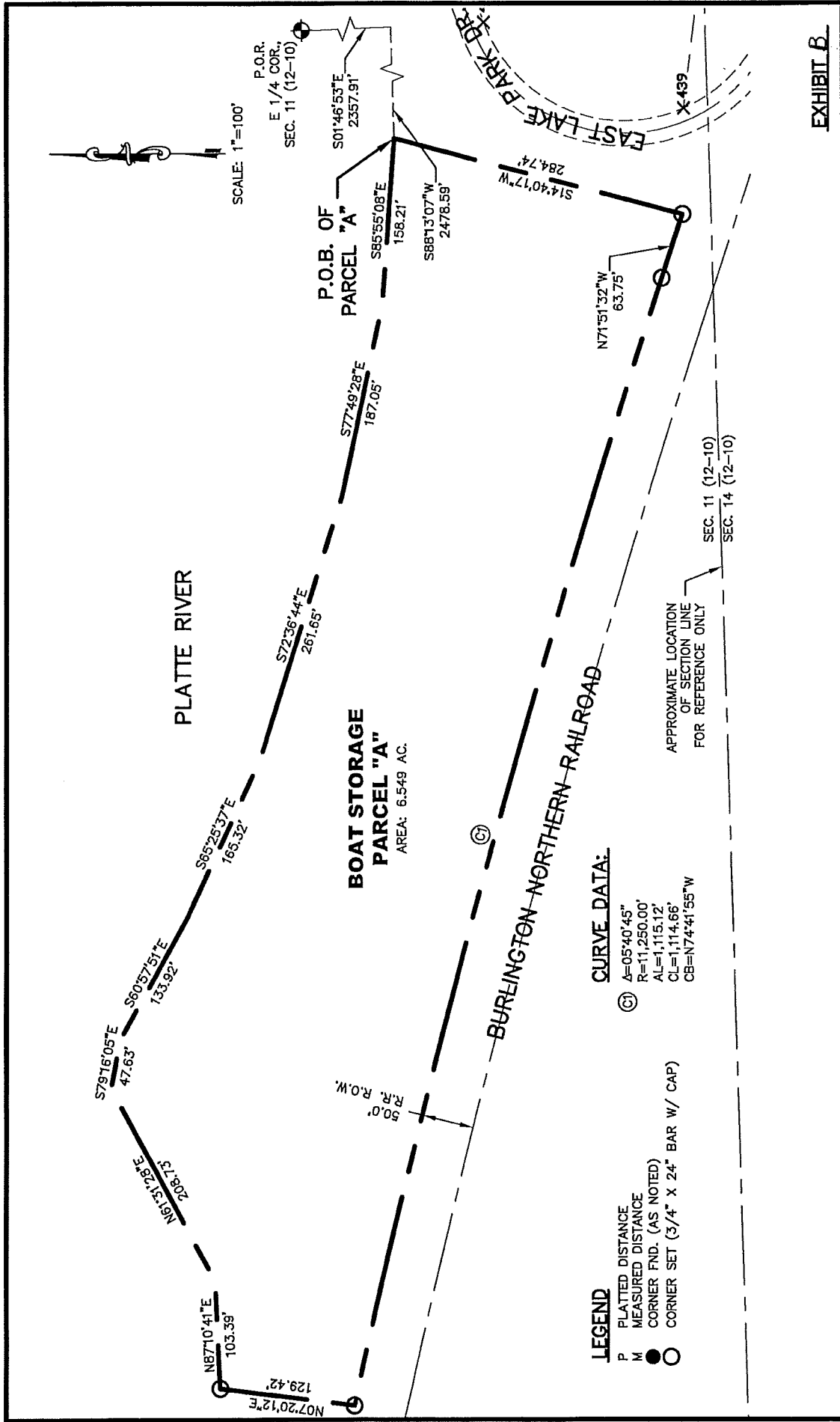


EXHIBIT B