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UNION TITLE COMPANY, LLC
3800 NORMAL BLVD. # 100
LINCOLN, NE 68508

EASEMENT AGREEMENT

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6/11/2015

EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as "the Agreement") is made on this 18th day of March 2015, by and between NEBCO, Inc., of 1815 Y Street, Lincoln, Lancaster County, Nebraska, 68508, ("NEBCO"), and Sandy Pointe Lake Development, LLC, A Nebraska Limited Liability Company located at 233 South 13th Street, Lincoln, Nebraska 68508 ("Sandy Pointe").

RECITALS

Sandy Pointe is the owner of certain land situated in Section 25, Township 13 North, Range 9 East of the 6th P.M. and of certain land situated in Section 30, Township 13 North, Range 10 East of the 6th P.M., all located in Saunders County, Nebraska, (hereinafter "the Property"); and

NEBCO, Inc. is the owner of certain land that lies adjacent to the Property, which land is located in Saunders County, Nebraska ("NEBCO Property");

The NEBCO Property includes a small roadway that runs adjacent to the Property, which roadway lies upon real estate that was reserved by NEBCO in the transfer of the Property to Sandy Pointe and which roadway provides one point of access to the Property; and

NEBCO agrees that Sandy Pointe, 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 parcel of real property identified on Exhibit A attached hereto and incorporated herein by this reference, 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 easement has been granted herein by NEBCO, is identified on Exhibit B, attached hereto and made a part of this Agreement by this reference as if fully set forth herein (this parcel is hereinafter referred to as "the Easement Area");

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.** NEBCO agrees to and does hereby grant and convey, so long as this Agreement is not terminated pursuant to the conditions delineated herein, to Sandy Pointe, and its successors and assigns, including tenants and permissive users thereof, (collectively referred to herein as "Grantee") an easement over and across the Easement Area as described in Exhibit A and reflected on Exhibit B, both of which are attached hereto and incorporated herein.

2. **Term and Duration.** NEBCO grants and gives unto Grantee the privilege of entering onto the Easement Area so long as this Agreement is in effect and has not been terminated by NEBCO's giving ten (10) days' written notice to the Grantee of its intent to terminate this Agreement and the failure of Grantee to cure as provided herein. NEBCO's right to terminate this Easement Agreement is conditioned upon NEBCO having provided Grantee ten (10) days' written notice of its intent to

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3. **Limited Purpose.** The Easement Area is 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, for utilities, water main and sewers to be located and maintained as described herein, and for any incidental purposes related to either of the foregoing. Grantee expressly acknowledges that NEBCO reserves the right to use the Easement Area for any purpose that NEBCO deems appropriate in its operations, or in the operations or for the purposes for NEBCO or its successors and assigns.
4. **NEBCO's Title to Property.** Grantee acknowledges the legal title of NEBCO to the Property and agrees never to deny such title or to claim title in Grantee's name. Grantee further covenants and agrees, as a condition precedent to NEBCO'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.
5. **No Warranty Of Premises.** Grantee has inspected the Easement Area. NEBCO grants the Easement provided for herein on an "as is," "where is" basis, and NEBCO does not warrant or represent that the Easement Area is safe, healthful, or suitable for the purposes for which it is permitted to be used hereunder. The obligations delineated in paragraph 6 immediately below shall apply in the event any Grantee, or any permissive user thereof, attempts to make a claim against NEBCO, 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.
6. **Indemnification.** Grantee shall use the Easement Area at its own risk, and agrees that Grantee, or anyone using the Easement Area through or with the permission of Grantee, shall never claim any damages against NEBCO, Inc., its successors, affiliated entities, officers, directors, shareholders, and employees and/or agents of any of them or any entity affiliated with NEBCO (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 Area, regardless of the fault or negligence of any such Indemnitee. 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 Area and/or accessing the Property at the invitation and/or permission of Grantee or any successor thereof. The obligations provided for in this indemnification provision shall survive termination of this Agreement.
7. **MSHA Compliance.** Grantee will assure that all persons using the Easement Area will comply with all federal, state, county, city, and local ordinances, statutes, and regulations, or any similar regulatory rule and/or regulations that may apply to access of the Easement Area. NEBCO discloses that the NEBCO Property is currently used as an active mining property under regulation of the Mining Safety and Health Administration, and Grantee agrees that any person using the Easement Area will strictly comply with each and every applicable MSHA regulation or rule during use of the Easement Area.
8. **Termination and Restoration.** NEBCO may terminate this Agreement if, at any time, Grantee, or anyone accessing and/or using the Easement through it, exceeds the rights granted herein or fails to comply with any condition of this Agreement. NEBCO may also terminate this Easement if, at any

time, MSHA or any regulatory authority exercising jurisdiction over the Easement Area orders and/or directs NEBCO to terminate use of the Easement Area. Grantee agrees to obtain NEBCO's prior consent and approval before constructing any improvements upon the Easement Area, including but not limited to any fencing and/or gates that may be necessary to allow Grantee access to the Easement Area. Upon termination of this Easement, any improvements installed upon the Easement Area shall inure to and become the property of NEBCO, or any successor in interest. In the event that NEBCO is ordered to terminate the Easement as provided herein, NEBCO will, if possible, use its best efforts to identify another area upon which the Easement granted herein may be located. If termination occurs pursuant to an order received by NEBCO under this paragraph, the ten (10) day notice requirement shall not apply, but NEBCO shall notify Sandy Pointe of such termination as soon as practicable.

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9. **Expenses and Maintenance.** All expenses of regular maintenance of the roadway located upon the Easement Area will be shared between the parties upon a mutual evaluation of amount of traffic use by each party, the weights and strenuous nature of use by each party's traffic, ordinary wear and tear, and any other cause that may necessitate regular maintenance items: upon a determination that maintenance is necessary, the parties agree to meet and confer to resolve the issue and decide costs apportionment. In the event that either party damages the roadway, that party shall be solely responsible for the repair of such damage. Grantee shall bear the expense of any improvements that Grantee wishes to locate upon the Easement Area and the maintenance of the Easement Area in regard thereto, including, but not limited to, the installation of any gates installed to provide access to the Easement Area, or any construction and/or maintenance of or required in order to allow Grantee to construct, enhance, expand, or otherwise work on utilities, sewers or water mains, or any similar improvements. As a part of the consideration of this conveyance, Grantee agrees to operate the Easement Area in such a manner so as to in no way hinder or prevent NEBCO's proper and reasonable use and enjoyment of the NEBCO Property or the Easement Area.

10. **NEBCO's Use Of Easement Area.** NEBCO retains, reserves, and will continue to enjoy the right to use the Easement Area for any and all purposes commensurate with use as a roadway, and Grantee agrees that NEBCO may access the 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.

11. **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 within Saunders County, Nebraska.

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

13. **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 set forth in this Agreement.

14. **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.

15. **Entire Agreement.** This Agreement and the exhibits attached to it and incorporated herein contain all the representations between the parties, and it 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 herin.

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

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NEBCO, Inc., A Nebraska Corporation

SANDY POINTE LAKE DEVELOPMENT,
LLC (a Nebraska Limited Liability Company,

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

By: Dan Muhleisen
Dan Muhleisen, Manager

And

By: Roger Severin
Roger Severin, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 15 day of March 2015 by Dan Muhleisen and by Roger Severin, both individuals known to me, and both representing that their signatures were affixed hereto intending to bind Sandy Pointe Lake Development, LLC to the provisions hereof, after each of them represented that they possessed actual authority to do so.

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

GENERAL NOTARY - State of Nebraska
ROBBY J. SHORTRIDGE
My Comm. Exp. August 11, 2017

The foregoing instrument was acknowledged before me this 18 day of March 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.

GENERAL NOTARY - State of Nebraska
NANCY KAHLER
My Comm. Exp. June 16, 2016

Nancy Kahler
Notary Public

**LEGAL DESCRIPTION
PUBLIC ACCESS EASEMENT
WATER MAIN, SANITARY SEWER
AND UTILITY EASEMENT**

A TRACT OF LAND COMPOSED OF A PORTION OF THE EAST HALF OF SECTION 25, TOWNSHIP 13 NORTH, RANGE 9 EAST OF THE 6TH P.M., AND A PORTION OF THE WEST HALF OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M., SAUNDERS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 10 EAST OF THE 6TH P.M.; THENCE EASTERLY ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF N86°51'32"E, A DISTANCE OF 102.74' TO THE TRUE POINT OF BEGINNING; THENCE N03°08'28"W, A DISTANCE OF 33.00' TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD "A"; THENCE N09°39'36"W, A DISTANCE OF 122.79' TO A POINT; THENCE N86°51'32"E, A DISTANCE OF 20.13' TO A POINT; THENCE N09°39'36"W, A DISTANCE OF 71.69' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 05°05'50", A RADIUS OF 1,670.00', AN ARC LENGTH OF 148.57', A CHORD LENGTH OF 148.52', A TANGENT LENGTH OF 74.33', AND A CHORD BEARING OF N12°12'31"W, TO A POINT; THENCE N14°45'27"W, A DISTANCE OF 74.07' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 10°40'43", A RADIUS OF 1,710.00', AN ARC LENGTH OF 318.71', A CHORD LENGTH OF 318.24', A TANGENT LENGTH OF 169.82', AND A CHORD BEARING OF N09°25'05"W, TO A POINT; THENCE N04°04'43"W, A DISTANCE OF 732.51' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 01°28'31", A RADIUS OF 5,030.00', AN ARC LENGTH OF 129.51', A CHORD LENGTH OF 129.51', A TANGENT LENGTH OF 64.76', AND A CHORD BEARING OF N03°20'28"W, TO A POINT; THENCE N02°36'13"W, A DISTANCE OF 1,019.53' TO A POINT; THENCE N02°20'13"W, A DISTANCE OF 195.37' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 36°40'46", A RADIUS OF 800.00', AN ARC LENGTH OF 512.14', A CHORD LENGTH OF 503.44', A TANGENT LENGTH OF 265.19', AND A CHORD BEARING OF N20°40'36"W, TO A POINT; THENCE N39°00'59"W, A DISTANCE OF 744.42' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 14°01'39", A RADIUS OF 1,130.00', AN ARC LENGTH OF 276.66', HAVING A CHORD LENGTH OF 275.97', A TANGENT LENGTH OF 139.02', AND A CHORD BEARING OF N32°00'09"W TO A POINT; THENCE N24°59'20"W, A DISTANCE OF 243.65' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°10'18", A RADIUS OF 2,530.00', AN ARC LENGTH OF 95.89', A CHORD LENGTH OF 95.88', A TANGENT LENGTH OF 47.95', AND A CHORD BEARING OF N23°54'11"W, TO A POINT; THENCE N22°49'02"W, A DISTANCE OF 219.79' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 17°47'57", A RADIUS OF 1,180.00', AN ARC LENGTH OF 366.57', A CHORD LENGTH OF 365.10', A TANGENT LENGTH OF 184.78', AND A CHORD

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BEARING OF N13°55'03"W, TO A POINT; THENCE N05°01'05"W, A DISTANCE OF 221.41' TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD "B"; THENCE S87°42'26"W, ON THE SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 50.06' TO A POINT; THENCE N05°01'05"W, A DISTANCE OF 66.07' TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD "B"; THENCE N87°42'26"E, ON THE NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 110.12' TO A POINT; THENCE S05°01'05"E, A DISTANCE OF 284.62' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 17°47'57", A RADIUS OF 1,120.00', AN ARC LENGTH OF 347.93', A CHORD LENGTH OF 346.54', A TANGENT LENGTH OF 175.38', AND A CHORD BEARING OF S13°55'03"E, TO A POINT; THENCE S22°49'02"E, A DISTANCE OF 219.79' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°10'18", A RADIUS OF 2,470.00', AN ARC LENGTH OF 93.61', A CHORD LENGTH OF 93.61', A TANGENT LENGTH OF 46.81', AND A CHORD BEARING OF S23°54'11"E, TO A POINT; THENCE S24°59'20"E, A DISTANCE OF 243.65' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 14°01'39", A RADIUS OF 1,070.00', AN ARC LENGTH OF 261.97', A CHORD LENGTH OF 261.31', A TANGENT LENGTH OF 131.64', AND A CHORD BEARING OF S32°00'09"E, TO A POINT; THENCE S39°00'59"E, A DISTANCE OF 744.42' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 36°40'46", A RADIUS OF 860.00', AN ARC LENGTH OF 550.55', A CHORD LENGTH OF 541.20', A TANGENT LENGTH OF 285.08', AND A CHORD BEARING OF S20°40'36"E, TO A POINT; THENCE S02°20'13"E, A DISTANCE OF 195.23' TO A POINT; THENCE S02°36'13"E, A DISTANCE OF 1,019.39' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 01°28'31", A RADIUS OF 4,970.00', AN ARC LENGTH OF 127.97', A CHORD LENGTH OF 127.96', A TANGENT LENGTH OF 63.99', AND A CHORD BEARING OF S03°20'28"E, TO A POINT; THENCE S04°04'43"E, A DISTANCE OF 732.51' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 10°40'43", A RADIUS OF 1,650.00', AN ARC LENGTH OF 307.52', A CHORD LENGTH OF 307.08', A TANGENT LENGTH OF 154.21', AND A CHORD BEARING OF S09°25'05"E, TO A POINT; THENCE S14°45'27"E, A DISTANCE OF 74.07' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 05°05'50", A RADIUS OF 1,730.00', AN ARC LENGTH OF 153.91', A CHORD LENGTH OF 153.86', A TANGENT LENGTH OF 77.01', AND A CHORD BEARING OF S12°12'31"E, TO A POINT; THENCE S09°39'36"E, A DISTANCE OF 78.55' TO A POINT; THENCE N86°51'32"E, A DISTANCE OF 20.13' TO A POINT; THENCE S09°39'36"E, A DISTANCE OF 122.79' TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD "A"; THENCE S03°08'28"E, A DISTANCE OF 33.00' TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE S86°51'32"W, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 100.65' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 345,072.04 SQUARE FEET OR 7.92 ACRES, MORE OR LESS.

Friday, February 20, 2015

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