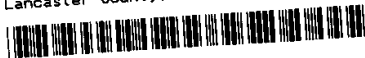


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UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "Agreement") is made this 12 day of January, 2007, between KENNETH E. DEINERT, an individual (hereinafter "Grantor") and RINGNECK DEVELOPMENT, LLC, a Nebraska limited liability company (hereinafter "Grantee"), (individually, "Party" and collectively "Parties").

WHEREAS, Grantor is the fee simple owner of certain real property in the County of Lancaster, State of Nebraska, which is legally described in Exhibit A attached hereto and incorporated herein by reference ("Grantor's Property"); and,

WHEREAS, Grantee has acquired from Grantor, in fee simple, certain real property in the County of Lancaster, State of Nebraska, which is legally described in Exhibit B attached hereto and incorporated herein by reference ("Grantee's Property"); and,

WHEREAS, Grantee requires a 30-foot-wide utility easement over a portion of Grantor's Property, legally described in Exhibit C attached hereto and incorporated herein by reference, for the routing and use of a sewer line to Grantee's Property (hereinafter the "Utility Easement" or "Easement Area"); and

WHEREAS, Grantor desires to convey a Utility Easement to Grantee as an appurtenance to Grantee's Property pursuant to the terms of this Agreement; and

WHEREAS, the parties intend that the Utility Easement and covenants herein contained run with the land and be perpetual and non-exclusive;

NOW, THEREFORE, in consideration of this above recitals and the terms and conditions hereinafter set forth, Grantor and Grantee agree as follow:

1. Grantor hereby bargains, sells, grants and conveys unto Grantee, for Grantee's use and for the use of Grantee's successors and assigns, a perpetual utility easement for routing of a sewer line underground in the Easement Area, as legally described in Exhibit C together with the right of ingress and egress to such property from public streets adjacent thereto. The Utility Easement shall run with the land and shall be an appurtenance to Grantee's Property.

2. The Utility Easement shall be non-exclusive and shall be sufficient for routing the sewer line under the Easement Area.

3. Grantee shall, at Grantee's sole cost and expense, construct and install the sewer line and any related improvements (collectively, "Grantee's Improvements") and Grantee shall pay to Grantor compensation for any damage to Grantor's planted or growing crops caused by Grantee in connection with the construction and installation of the

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Grantee's Improvements. For purposes of the prior sentence, "compensation for any damage" shall mean the costs of chemicals, fertilizer, seed, labor, fuel and other expenses incurred by Grantor with respect to such damaged crops. After the initial work, Grantee shall, at Grantee's sole cost and expense, maintain and keep in good repair the Grantee's Improvements. Grantee shall restore, at Grantee's sole cost and expense, the surface and improvements disturbed in connection with the construction, installation, maintenance or repair of the Grantee's Improvements to a condition equal or better than the condition which existed prior to its commencement of such work, including without limitation replacement of any sod, landscaping, paving or other improvements that existed prior to such work.

4. Grantee may take any and all actions required to comply with requirements of the City of Lincoln (the "City") relating to the Grantee's Improvements (as generally described on Exhibit D hereof) and any requirements imposed by the State of Nebraska and any of its agencies. If required by the City, Grantee may assign any or all of its rights and obligations under this Agreement to the City including, without limitation, Grantee's obligations with respect to maintenance of the Grantee's Improvements. If required by the City, Grantor and Grantee shall join in any amendments to this Agreement to comply with the City's requirements with respect to the location of the Easement Area and/or installation and maintenance of the Grantee's Improvements.

5. In exercising any rights and privileges under this Agreement, Grantee shall obtain and/or comply fully with any federal, state or local laws, regulations, ordinances, licenses, permits, certificates or other authorizations or approvals or other requirements in connection with the construction, installation, repair, replacement and maintenance of Grantee's Improvements including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers.

6. Grantee shall utilize the Utility Easement so as to not cause any material damage, destruction or interruption of use of Grantor's Property.

7. Each Party hereto agrees to indemnify and hold each other Party harmless from and against any and all liability, damages, costs, losses and expenses (including reasonable attorneys' fees and court costs at all trial and appellate levels) for personal injury or property damage in any way resulting from, arising out of, connected with or attributable to, the occupation, use and/or maintenance of the Utility Easement by the indemnifying Party and/or its employees, representatives, agents, customers, business invitees, licensees, contractors, tenants, subtenants or its successors and assigns, specifically excluding, however, liability for personal injury or property damage caused by the negligence or intentional acts of the indemnified Party.

8. Grantor acknowledges that Grantee's purchase of Grantee's Property from Grantor shall constitute the consideration for this grant and conveyance by Grantor, and Grantee shall not pay any additional consideration to Grantor for the Utility Easement.

9. Grantee shall not permit any claim, lien or other encumbrance arising from Grantee's use of this Easement to accrue against or attach to the Easement Area or the other portions of Grantor's Property.

10. If Grantee fails to perform any obligation set forth in this Agreement and fails to cure the non-performance of the obligation within 30 days after written notice from Grantor (however, no notice to Grantee shall be required in an emergency), Grantor shall have the right, but not the obligation, to perform the obligation and be reimbursed for the reasonable cost of that performance by Grantee within 10 days after receipt of a statement therefore. Thereafter, interest shall accrue upon any unpaid amounts at the maximum legal contract rate per annum.

This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof. The terms and provisions of the Agreement may be modified, supplemented or terminated only by the written instrument signed by the Parties hereto and their respective mortgagee, or the successors and assigns of the Parties hereto as owners of Grantor's Property and Grantee's Property for whose benefit this Agreement is established.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

GRANTOR:

Kenneth E. Deinert
KENNETH E. DEINERT

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

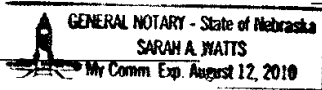
The foregoing instrument was acknowledged before me this 12 day of January, 2007, by Kenneth E. Deinert, an individual.

(SEAL)

Sarah A. Matts

Notary Public

My commission expires



GRANTEE:

RINGNECK DEVELOPMENT, LLC

By: Midwest First Financial, Inc., Manager

By: *William B. Preston*

William B. Preston, President

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

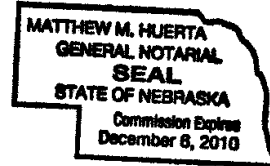
The foregoing instrument was acknowledged before me this 11th day of January, 2007, by William B. Preston, the President of Midwest First Financial, Inc., the Manager of Ringneck Development, LLC.

(SEAL)


Notary Public

My commission expires 12-6-2010.

EXHIBIT A
GRANTOR'S PROPERTY



Parcel 1:
The west one-half of the northwest quarter (W1/2NW1/4) and lots thirty-one (31) and thirty-three (33), section nineteen (19), township ten (10), range six (6), Lancaster County, Nebraska

Parcel 2:
Lot twenty-three (23) in the southwest quarter (SW1/4), section nineteen (19), township ten (10), range six (6), Lancaster County, Nebraska

EXHIBIT B

GRANTEE'S PROPERTY

The southwest quarter of the southwest quarter (SW1/4 SW1/4);
and lot eight (8) of irregular tracts in the southwest quarter
(SW1/4), all in section eighteen (18), township ten (10), range six
(6), Lancaster County, Nebraska

EXHIBIT C

EASEMENT AREA DESCRIPTION

A thirty-foot wide strip running due north through Grantor's Property in the vicinity of the creek bed from the 15" sanitary sewer connector pipe on the southerly border of Grantor's Property to the northerly border of Grantor's Property.

2.4 Sanitary Sewer Services

On new sanitary sewer projects in residential developments, sewer service stub-outs shall be constructed from the sewer main to each abutting lot. The stub-out should generally extend to the center of the lot frontage along the platted street and terminate at the right-of-way line. This termination point may vary in cul-de-sac locations, in situations where the sewer is not in the street right-of-way and at locations where the sewer does not extend completely across the lot frontage. Construction of service lines shall conform to the *City of Lincoln Standard Specifications for Municipal Construction* and the *Lincoln Standard Plans*. Construction drawings shall indicate the location (stationing) of the service wye and terminating invert elevation of the service stub-out at the right-of-way line or other point of termination. All service laterals shall be properly plugged and clearly marked as set forth in the *City of Lincoln Standard Specifications for Municipal Construction* and the *Lincoln Standard Plans*.

2.5 Private Sewers

Private sewer systems connected to public sewers shall be designed and installed under a Plumbing Permit in conformance with Title 24 of the Lincoln Municipal Code.

2.6 Easements

Permanent easements are required for all public sanitary sewers not located within the public street right-of-way. The normal easement width is 30 ft. (9.14 m). Easements wider than that may be required when conditions warrant. Where the sanitary sewer is located near structures the easement must provide 15 ft. (4.57 m) horizontal clearance between the main and the structures. If that clearance cannot be obtained, the Public Works and Utilities Department and the Lincoln Wastewater System shall require specific added design considerations for the sanitary sewer pipe.

An easement for a public sewer located along a private roadway should include the width of the roadway plus the area between the main and the roadway plus an additional 15 ft. (4.57 m) on the side of the sewer opposite the roadway.

Blanket easements are not acceptable. Easements granted for public sewers should be specifically described with dimensions and angles sufficient to allow the easement to be accurately located. The dedication of any easement shall prohibit the location of permanent structures on, under or over the easement and shall allow the City access to the easement for construction, reconstruction, replacement, repair, operation, and maintenance purposes; and shall hold the City harmless for the cost of replacement or damage to any improvement or vegetation within the easement. Other appropriate or necessary requirements may also be included.

2.7 Reviewing Agencies

All plans for construction of wastewater system improvements shall be reviewed and approved by the Public Works and Utilities Department, and the State of Nebraska Department of Environmental Quality prior to construction.