
AFTER RECORDING RETURN TO:
Brent W. Beller, Esq
Mullenkamp Jobeun Johnson & Beller LLP
1440 West Center Road, Suite C
Omaha, Nebraska 68144

GRANT OF EASEMENT

ACCESS, CONSTRUCTION AND GRADING EASEMENT

This Access, Construction and Grading Easement is made this 31 day of August, 2018, between Whisper Rock Holdings L.L.C., a Nebraska Limited Liability Company, (hereinafter referred to as "Grantor"), in favor of Falcone Land Development, LLC, a Nebraska limited liability company, and unto its successors and assigns (hereinafter referred to as "Grantee").

WITNESSETH:

THAT, said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does or do hereby grant and confirm unto said Grantee and its successors and assigns, the right to access, enter upon and use for working pace and for grading and for public improvement installation the parcel of land described as follows the "Property"):

See the attached Exhibit A, which is hereby incorporated herein by this reference.

This easement shall run with the land and automatically terminate, with no further action being required, thirty (30) days after construction of the outfall sewer and after the grading is completed in the area covered by the easement.

Said easement is granted upon the condition that the Grantee will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, fences, utilities and landscaping within the easement area as necessary for said grading and public improvement installation purposes.

Said easement is also granted upon the condition that the Grantee will, after completion of the grading and public improvements, cause the new grade to blend with the balance of the Property. Damage to or loss of trees and shrubbery will not be compensated for by Grantee.

This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

This instrument contains the entire agreement of the parties, there are no other or different agreements or understandings, and the Grantor in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the Grantees or their agents or employees, except as are set forth herein.

Said Grantor for itself and its successors and assigns does confirm with the said Grantee and its successors and assigns, that Grantor is well seized in fee of the Property and that it has the right to grant this easement in the manner and form aforesaid, and that it will, and it or its successors and assigns shall warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons.

Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor's Property, all costs and expenses incurred by Grantee in connection with the grading contemplated by this easement.

Grantee shall construct any sewer lines and complete the grading work in a workmanlike manner and in compliance with all applicable statutes, ordinances, rules and regulations of all governing public authorities as amended from time to time.

Grantee shall maintain, at its expense, and keep in full force and effect at all times while this easement is in existence, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer reasonably acceptable to Grantor, which shall include coverage against claims for injury, death or damage to persons or property occurring on, in, or about the easement area and arising from or by Grantee's use therein.

In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the easement area, whether or not it is insured, unless such loss is caused by the gross negligence or willful misconduct of Grantor.

Grantor and Grantee shall each indemnify, defend and hold the other harmless from and against any and all losses, costs, damages, liens, claims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) incurred by the other arising from or by reason of their respective obligations hereunder that solely relate to GRANTEE's access to, or use of, the Easement Area. All indemnification obligations contained herein shall terminate upon Grantor's conveyance of the property that is encumbered by this easement.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade relating to the installation of the sanitary outfall sewer.

Exhibit "A"

PART OF THE SE 1/4 OF SECTION 36, T16N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA,
DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF SAID SE 1/4;

THENCE N89°57'40"W (ASSUMED BEARING) 2017.05 FEET ON THE NORTH LINE OF SAID SE 1/4 TO THE
POINT OF BEGINNING;

THENCE CONTINUING N89°57'40"W 364.00 FEET ON THE NORTH LINE OF SAID SE 1/4;

THENCE S43°17'16"W 147.26 FEET; THENCE S00°02'20"W 470.36 FEET;

THENCE S11°53'04"E 85.00 FEET; THENCE S15°37'17"E 85.00 FEET;

THENCE S20°08'19"E 85.00 FEET; THENCE S25°38'37"E 85.00 FEET;

THENCE S31°08'55"E 85.00 FEET; THENCE S36°39'13"E 85.00 FEET;

THENCE S42°09'30"E 85.00 FEET; THENCE S47°39'48"E 85.00 FEET;

THENCE S51°25'14"E 75.01 FEET; THENCE S00°12'21"E 105.96 FEET;

THENCE SOUTHEASTERLY ON A 1380.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING
S83°32'23"E, CHORD DISTANCE 325.74 FEET, AN ARC DISTANCE OF 326.50 FEET;

THENCE S76°45'43"E 4.85 FEET;

THENCE SOUTHEASTERLY ON AN 800.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S79°53'33"E,
CHORD DISTANCE 87.38 FEET, AN ARC DISTANCE OF 87.42 FEET;

THENCE N06°58'37"E 182.99 FEET; THENCE N43°20'43"W 21.17 FEET;

THENCE N38°46'22"E 161.66 FEET;

THENCE NORTHWESTERLY ON A 600.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING
N45°33'40"W, CHORD DISTANCE 118.48 FEET, AN ARC DISTANCE OF 118.67 FEET;

THENCE NORTHWESTERLY ON A 500.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING
N50°18'51"W, CHORD DISTANCE 180.85 FEET, AN ARC DISTANCE OF 181.85 FEET;

THENCE NORTHWESTERLY ON A 420.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING
N30°20'50"W, CHORD DISTANCE 424.89 FEET, AN ARC DISTANCE OF 445.48 FEET;

THENCE N00°02'20"W 477.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.553 ACRES

NESE, NWSE, SESE, SWSE

TD2 PROJECT 2069-107(a)

AUGUST 29, 2018