

After recording please return to:
Thomas C. Huston
Cline Williams Wright Johnson
& Oldfather, LLP
233 South 13th Street, Suite 1900
Lincoln, NE 68508

**PERMANENT SUBSURFACE GEOTHERMAL AND PERMANENT SURFACE
PARKING AND ACCESS EASEMENT AGREEMENT**

This Permanent Subsurface Underground Geothermal and Permanent Above Ground Access Easement Agreement ("Agreement") is made this ___ day of _____, 2015, by and between the City of Lincoln, Nebraska, a municipal corporation of the State of Nebraska ("Grantor") and The Dairy House, LLC, a Nebraska limited liability company ("Grantee").

RECITALS

- A. Grantee owns the real property covering the city block located between "M" Street and "L" Street and between 7th Street and 8th Street in Lincoln, Lancaster County, Nebraska. Grantee also owns the real property located at the northeast corner of the intersection at 7th Street and "M" Street in Lincoln, Nebraska, legally described as:

Units A, B, C, D, E, F, G, H, I, J, K, L, O, P, Q, and R, Dairy House Condominium established by that Declaration dated December 29, 2010 and recorded with the Lancaster County Register of Deeds on December 30, 2010 as Instrument No. 2010061570 as amended by the First Amendment to Declaration of Dairy House condominium dated June 4, 2013 and recorded June 19, 2013 with the Lancaster County Register of Deeds as Instrument No. 2013031656 ("Grantee's Property");

- B. Grantee desires to install, operate, inspect, maintain, repair, and replace geothermal wells adjacent to Grantee's Property and beneath a portion of the 8th Street and "M" Street public right of ways, both owned by Grantor;
- C. Grantee desires to construct parking adjacent to Grantee's Property and along a portion of the 8th Street and "M" Street public right of ways and

provide for permanent access to such right of ways from the various condominium units comprising Grantee's Property;

- D. Grantee desires to obtain a permanent subsurface underground geothermal easement under a portion the 8th Street and "M" Street public right of ways for the purpose of installing, operating, inspecting, maintaining, repairing, and replacing geothermal wells beneath such public right of ways;
- E. Grantee desires to obtain a permanent access easement in and across a portion of the 8th Street and "M" Street public right of ways for the purpose of installing, operating, inspecting, maintaining, repairing, and replacing geothermal wells beneath the 8th Street and "M" Street public right of ways, and for the purpose of using access drives and parking along such public right of ways; and
- F. Grantor is agreeable to granting Grantee these permanent easements under, in, and across a portion of the 8th Street and "M" Street public right of ways upon the terms and conditions below.

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties agrees as follows:

1. Grant of Permanent Subsurface Geothermal Easement. Grantor hereby grants to the Grantee a permanent non-exclusive subsurface geothermal easement to install, operate, inspect, maintain, repair, and replace geothermal wells below the ground surface under the following property:

a. **"M" Street Geothermal Easement Area**. The north 30.67 feet of the "M" Street right of way from the east right of way line of the 7th Street right of way to a point 100.07 feet east of such right of way line, as more particularly shown in Exhibit 1A and described in Exhibit 1B (the "M" Street Geothermal Easement Area");

b. **8th Street Geothermal Easement Area**. This easement area shall include:

i. the west 17.00 feet of the 8th Street right of way from a point 29.25 feet north of the south right of way line of the "M" Street right of way to a point 35.00 feet south of the north right of way line of the "L" Street right of way, as more particularly shown in Exhibit 1A and described in Exhibit 1B; and

ii. the eastern 3.17 feet of the west 20.17 feet of the 8th Street right of way from a point 29.25 feet north of the south right of way line of the "M" Street right of way to a point 35.00 feet south of the north right of way line of the "L" Street right of way, as more particularly shown in Exhibit 2A and described in Exhibit 2B (collectively the "8th Street Geothermal Easement Area").

The “M” Street Geothermal Easement Area and the 8th Street Geothermal Easement Area shall be referred to as the “Permanent Subsurface Geothermal Easement.”

2. Grant of Permanent Surface Parking Easement.

The Grantor agrees to and does hereby grant to Grantee a permanent non-exclusive above ground parking easement to utilize the easement areas described and defined below to configure, stripe, mark, and utilize the easement area for parking purposes associated with the Grantee’s use of the Grantee’s Property, in and upon the surface of the following property: In the 8th Street Surface Parking Easement Area (defined below) the drive lanes will be a maximum of 14.5 feet in width. The parking bays shall be 15 feet. The parking in the Easement Area shall meet the on-site surface parking requirements in Section 4.1.c of the City’s Downtown Design Standards. The specific design shall be reviewed and approved by the Historic Preservation Commission. Fencing (wrought iron and ornamental) shall be included as part of the screening to separate sidewalk areas from the loading and off street parking areas.

a. **“M” Street Surface Parking Easement Area.** The north 30.67 feet of the “M” Street right of way from the east right of way line of the 7th Street right of way to a point 100.07 feet east of such right of way line, as more particularly shown in Exhibit 1A and described in Exhibit 1B (the “M” Street Surface Parking Easement Area”); and

b. **8th Street Surface Parking Easement Area.** The west 17.00 feet of the 8th Street right of way from a point 29.25 feet north of the south right of way line of the “M” Street right of way to a point 35.00 feet south of the north right of way line of the “L” Street right of way, as more particularly shown in Exhibit 1A and described in Exhibit 1B (the “8th Street Surface Parking Easement Area”).

Such permanent surface parking easements are collectively referred to as the “Permanent Surface Parking Easement”.

3. Grant of Permanent Access Easement.

The Grantor agrees to and does hereby grant to Grantee a permanent non-exclusive above ground ingress and egress access easement to enter, exit, and re-enter by vehicle or otherwise the easement areas described and defined below all times and in such places as may be necessary or convenient to configure, stripe, mark, and utilize the Permanent Surface Parking Easement Areas for parking and install, operate, inspect, maintain, repair, and replace geothermal wells below the ground surface in the Permanent Subsurface Geothermal Easement Areas. Grantee may temporarily use such additional portions of the M Street and 8th Street public right of way as may be reasonably required to access the Permanent Access Easement Areas and to install, operate, inspect, maintain, repair, and replace the geothermal wells; provided however Grantee agrees (i) to utilize the Permanent Access Easement Areas at a time and in a manner least obstructive to the adjacent right-of-way including, without limitation, performing such

installation, repair, and maintenance activities during the time of day when the same will provide the least amount of obstruction or interference; and (ii) to obtain the necessary permits and comply with applicable law in the event the use of the Permanent Surface Access Easement (defined below) requires temporarily closing the adjacent right-of-way for any reason associated with Grantee's use of the Easement. The Grantor may reasonably require Grantee to install a construction fence and/or provide traffic control or the use of flagman operations for public safety and to keep traffic flowing.

a. **"M" Street Permanent Access Easement Area.** The north 30.67 feet of the "M" Street right of way from the east right of way line of the 7th Street right of way to a point 100.07 feet east of such right of way line, as more particularly shown in Exhibit 1A and described in Exhibit 1B (the "M" Street Surface Access Easement Area"); and

b. **8th Street Permanent Access Easement Area.**

- (i) the west 17.00 feet of the 8th Street right of way from a point 29.25 feet north of the south right of way line of the "M" Street right of way to a point 35.00 feet south of the north right of way line of the "L" Street right of way, as more particularly shown in Exhibit 1A and described in Exhibit 1B; and
- (ii) the eastern 3.17 feet of the west 20.17 feet of the 8th Street right of way from a point 29.25 feet north of the south right of way line of the "M" Street right of way to a point 35.00 feet south of the north right of way line of the "L" Street right of way, as more particularly shown in Exhibit 2A and described in Exhibit 2B

Such permanent surface access easements are collectively referred to as the "Permanent Surface Access Easement".

4. **Covenants.** In consideration of the grant of the Easements to Grantee, Grantee covenants and agrees with the Grantor to be bound by the following terms and conditions:

a. Grantee is subject to all reasonable and customary construction permits, safety permits, and permit conditions required by Grantor for installation, operation, inspection, maintenance, repair, and replacement of geothermal wells, including but not limited to applicable permits for land use, excavation, obstruction, and stormwater. Prior to the commencement of work to install, operate, inspect, maintain, repair, or replace the geothermal wells, Grantee shall obtain all requisite governmental approvals and permits necessary for such work, if any. All such work shall be completed in accordance with the governmental approvals and permits issued to Grantee and shall be made at Grantee's sole cost and expense.

b. In the exercise of Grantee's rights under the Easements, Grantee will perform all work in the Easement Area in a good and workmanlike manner, in conformance to the requirements of all permits required for such work by Grantor. Grantee shall perform all work so as to cause no damage or disturbance to any existing utilities located in the 8th Street, "M" Street, or "L" Street public right of ways. Following completion of all work, Grantee shall cause all debris and materials incident to such activity to be removed, fill any excavations, and to cause any damage to the 8th Street, "M" Street, or "L" Street public right of ways and/or utilities located in said right of ways to be repaired and restored to a condition fully equal to that existing before construction operations were commenced. Such restoration work shall be performed in accordance with all governmental regulations, permits and approvals, and such restoration shall be made at Grantee's sole cost and expense. If any of said right-of-ways or utilities located therein is damaged or destroyed, by Grantee incident to Grantee's exercise of any of the Easements and other access herein granted, the Grantor or effected utility shall have the right to restore such right-of-way or utility to a satisfactory condition and bill Grantee for the cost thereof. Grantee shall pay said costs to the Grantor or effected utility within 30 days from the date Grantee receives a request from the Grantor or effected utility for payment of said costs.

c. To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the Grantor, its officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that is caused in whole or in part by the intentional or negligent act or omission of the Grantee, employees, volunteers, or anyone directly or indirectly employed by the Grantee, or anyone for whose acts any of them may be liable. This section shall not require Grantee to indemnify or hold harmless the Grantor for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Grantor. The Grantor does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. The section survives any termination of this Agreement.

d. The Easements are conveyed by Grantor to Grantee "AS IS, WHERE AS" and "WITH ALL FAULTS;" and neither the Grantor nor its agents, employees or other representatives make any guarantee, representation or warranty, express or implied as to the condition or fitness of the Easement Area for geothermal wells. Further, Grantor shall have no liability for any latent, hidden, or patent defect as to the Easement Area or the Grantor's 8th Street, "M" Street, and "L" Street right of ways adjacent thereto.

e. During the life of this Agreement, the Grantee shall carry and maintain at its own expense insurance in the following kinds and minimum limits as indicated (the following may be combined in one policy or several policies):

(i) General Liability Insurance, naming and protecting the Grantee and the Grantor, its officials, employees, and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this agreement whether such operations by the Grantee, Grantee's faculty, volunteers, or those directly or indirectly employed by the Grantee. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All acts or omission - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
3. Personal Injury Damage - \$1,000,000 each Occurrence; and
4. Contractual Liability - \$1,000,000 each Occurrence; and
5. Products Liability and Completed Operations - \$1,000,000 each Occurrence.

(ii) Automobile Liability Insurance, to protect Grantee against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for Grantee in any capacity in connection with the carrying out of this Agreement. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

1. Bodily Injury/Property Damage - \$1,000,000 Combined Single Limit

The Grantee shall provide a Certificate of Insurance for its General Liability Insurance and naming the Grantor as an additional insured. This Certificate shall be attached to this Agreement.

The Grantee is required to provide the City with thirty (30) day notice of cancellation, non-renewal, or any material reduction of insurance as required by this Agreement.

5. Covenant Running with the Land. The Easements, this Agreement, and the duties imposed hereunder shall run with the Grantee's property, as a whole or any part thereof, and shall be binding and obligatory upon the parties, their successors and assigns.

6. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument, and any of the undersigned may execute this Agreement by signing any counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

**THE DAIRY HOUSE, LLC,
a Nebraska limited liability company**

By: _____
Brian Boles, Managing Member

Date: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Brian Boles, Managing Member of The Dairy House, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

**CITY OF LINCOLN, NEBRASKA,
a municipal corporation**

By: _____
Chris Beutler, Mayor of Lincoln

Date: _____

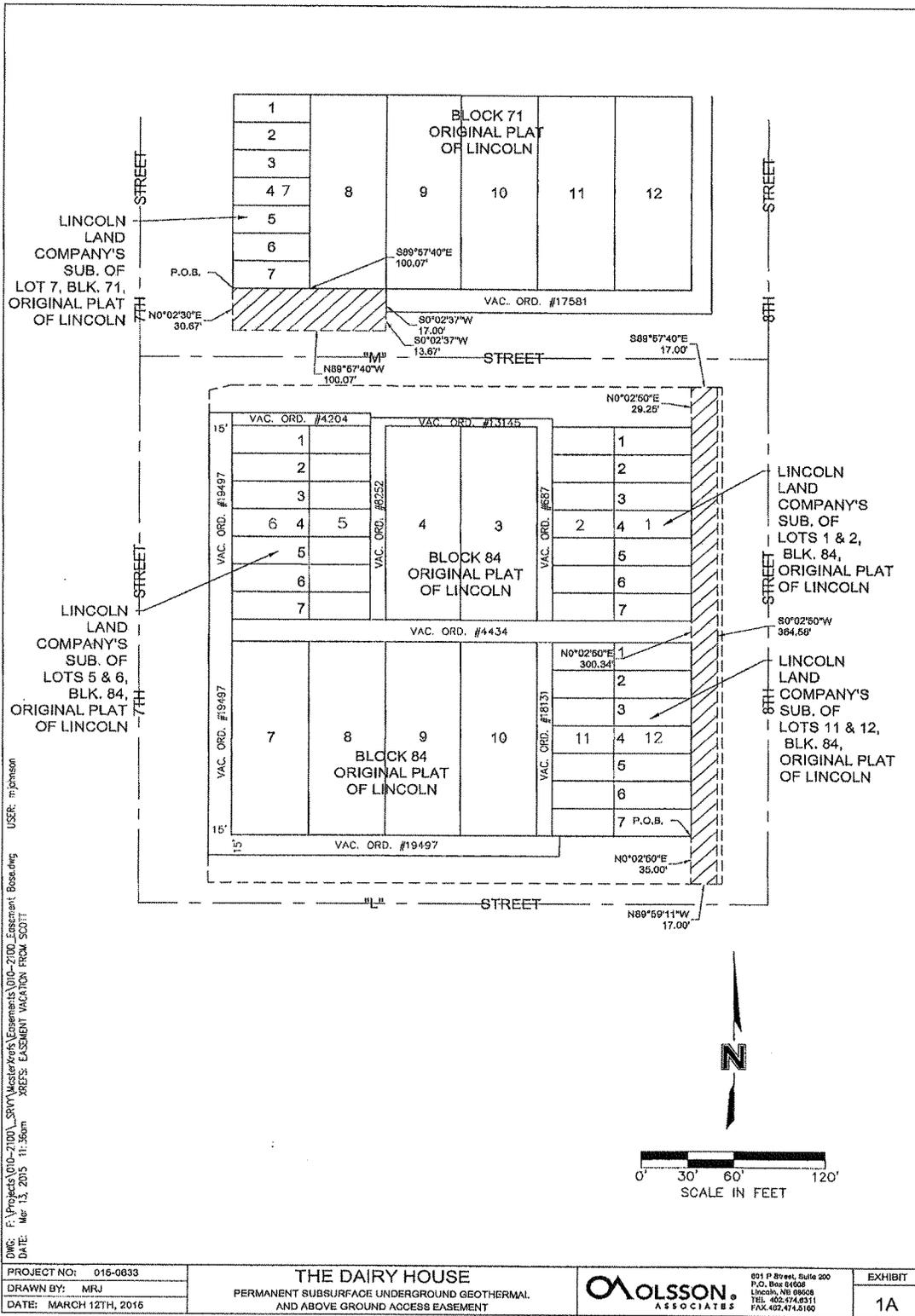
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public

EXHIBIT 1A

[8th & M Street Easement Map]



DWG: F:\Projects\010-2100\SRV\MasterPlans\Easements\010-2100_Easement Base.dwg
 DATE: Mar 13, 2015 11:36am
 USER: mjpmason
 XREF: EASEMENT VACATION FROM SCOTT

PROJECT NO: 015-0833
 DRAWN BY: MRJ
 DATE: MARCH 12TH, 2016

THE DAIRY HOUSE
 PERMANENT SUBSURFACE UNDERGROUND GEOTHERMAL
 AND ABOVE GROUND ACCESS EASEMENT


 601 P Street, Suite 500
 P.O. Box 84628
 Lincoln, NE 68508
 TEL: 402-474-6311
 FAX: 402-474-6160

EXHIBIT
1A

EXHIBIT 1B

[8th & M Street Easement Legal Description]

LEGAL DESCRIPTION PERMANENT SUBSURFACE UNDERGROUND GEOTHERMAL AND PERMANENT ABOVE GROUND ACCESS EASEMENT

A TRACT OF LAND COMPOSED OF A PORTION OF "M" STREET RIGHT-OF-WAY, LOCATED IN THE NORTH HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, LINCOLN LAND COMPANY'S SUBDIVISION OF LOT 7, BLOCK 71, ORIGINAL PLAT OF LINCOLN, SAID POINT BEING ON EAST RIGHT-OF-WAY LINE OF 7TH STREET, AND ON A NORTH RIGHT-OF-WAY LINE OF "M" STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 7, AND ON THE SOUTH LINE OF LOT 8, BLOCK 71, ORIGINAL PLAT OF LINCOLN, ON AN ASSUMED BEARING OF S89°57'40"E, A DISTANCE OF 100.07' TO THE SOUTHEAST CORNER OF SAID LOT 8, SAID POINT BEING ON A WEST LINE OF RIGHT-OF-WAY VACATION ORDINANCE #17561; THENCE S00°02'37"W, ON A WEST LINE OF SAID VACATION ORDINANCE, A DISTANCE OF 17.00' TO A POINT; THENCE CONTINUING S00°02'37"W ON A SOUTHERLY EXTENSION OF SAID LINE, A DISTANCE OF 13.67' TO A POINT; THENCE N89°57'40"W, ON A LINE 30.67' SOUTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF "M" STREET, A DISTANCE OF 100.07' TO A POINT OF INTERSECTION WITH AN EAST RIGHT-OF-WAY LINE OF 7TH STREET RIGHT-OF-WAY; THENCE N00°02'30"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 30.67' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 3,068.73 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

TOGETHER WITH:

A TRACT OF LAND COMPOSED OF PORTION OF 8TH STREET RIGHT-OF-WAY, A PORTION OF "L" STREET RIGHT-OF-WAY, AND A PORTION OF "M" STREET RIGHT-OF-WAY, ALL LOCATED IN THE NORTH HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7, LINCOLN LAND COMPANY'S SUBDIVISION OF LOT 12, BLOCK 84, ORIGINAL PLAT OF LINCOLN, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF "L" STREET, AND ON THE WEST RIGHT-OF-WAY LINE OF 8TH STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 7, ON THE EAST LINE OF LOTS 6 THROUGH 1, LINCOLN LAND COMPANY'S SUBDIVISION OF LOT 12, BLOCK 84, ORIGINAL PLAT OF LINCOLN, ON THE EAST LINE OF RIGHT-OF-WAY VACATION ORDINANCE #4434, AND ON THE EAST LINE OF LOTS 7 THROUGH 1, LINCOLN LAND COMPANY'S SUBDIVISION OF LOT 1, BLOCK 84, ORIGINAL PLAT OF LINCOLN, ON AN ASSUMED BEARING OF N00°02'50"E, A DISTANCE OF 300.34' TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF "M" STREET; THENCE CONTINUING N00°02'50"E ON THE NORTHERLY EXTENSION SAID LINE, A DISTANCE OF 29.25' TO A POINT; THENCE S89°57'40"E, ON A LINE 29.25' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 17.00' TO A POINT; THENCE S00°02'50"W, ON A LINE 17.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 364.58' TO A POINT LOCATED 35.00' SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF "L" STREET; THENCE N89°59'11"W, ON A LINE 35.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 17.00' TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF 8TH STREET; THENCE N00°02'50"E, ON THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 35.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 6,198.00 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

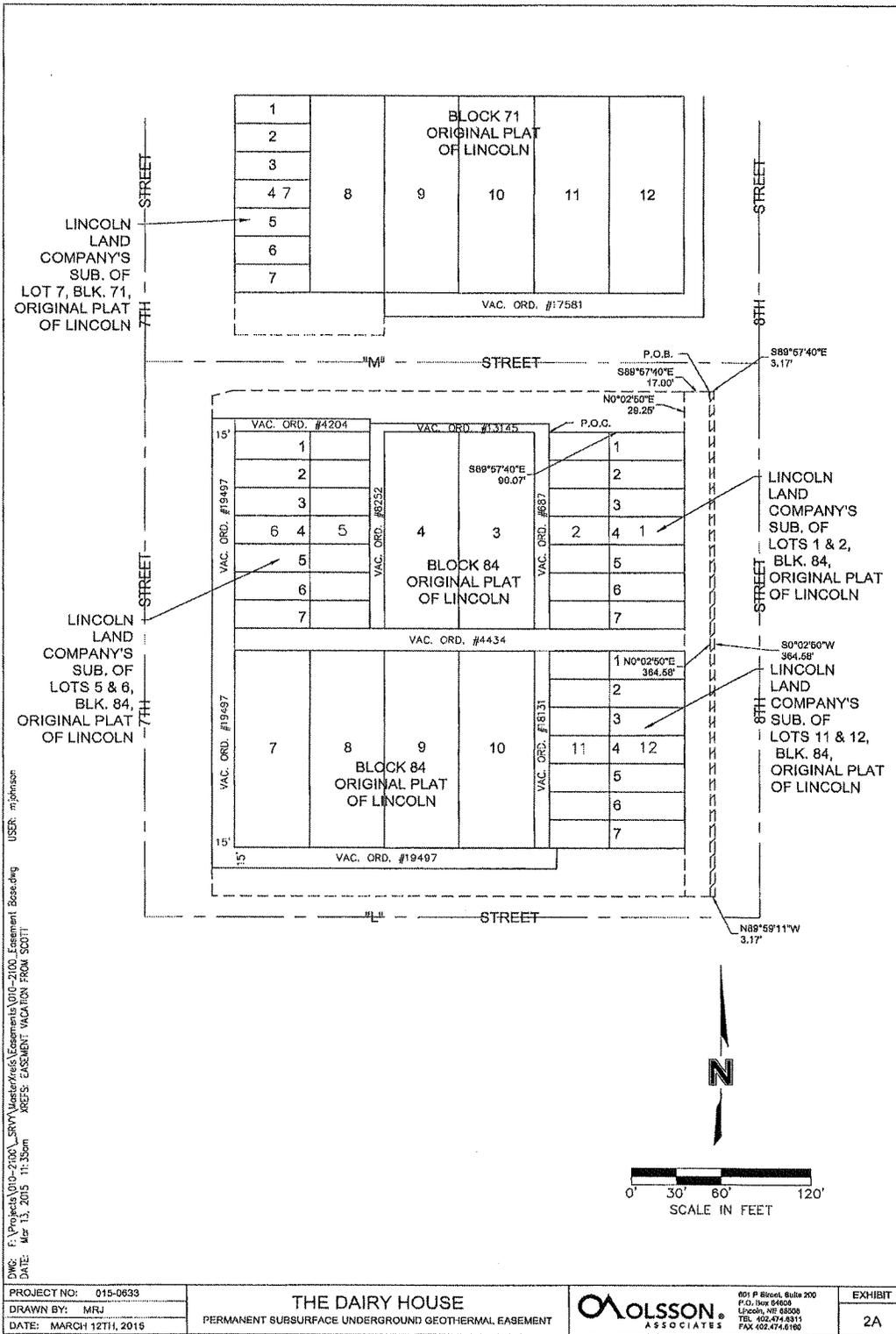
Thursday, March 12, 2015
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 DATE: Mar 13, 2015 11:45am
 USER: mjpmason
 XREFS: EASEMENT VACATION FROM SCOTT

PROJECT NO: 016-0633	THE DAIRY HOUSE		EXHIBIT
DRAWN BY: MRJ	PERMANENT SUBSURFACE UNDERGROUND GEOTHERMAL AND ABOVE GROUND ACCESS EASEMENT	001 P Street, Suite 200 P.O. Box 69608 Lincoln, NE 68508 TEL 402.474.6311 FAX 402.474.6162	1B
DATE: MARCH 12TH, 2015			

EXHIBIT 2A

[8th Street Easement Map]



DWS: F:\Projects\010-2100_SRYV\Master\Drawings\010-2100_Easement_Base.dwg USER: mjohnson
 DATE: Mar 13, 2015 11:35am XREFS: EASEMENT VACATION FROM SCOTT

PROJECT NO: 015-0833
 DRAWN BY: MRJ
 DATE: MARCH 12TH, 2015

THE DAIRY HOUSE
 PERMANENT SUBSURFACE UNDERGROUND GEOTHERMAL EASEMENT

MOLSSON ASSOCIATES
601 P. Street, Suite 200
 P.O. Box 54609
 Lincoln, NE 68506
 TEL: 402-474-8311
 FAX: 402-474-6190

EXHIBIT
 2A

EXHIBIT 2B
[8th Street Easement Legal Description]

LEGAL DESCRIPTION

PERMANENT SUBSURFACE UNDERGROUND GEOTHERMAL EASEMENT

A TRACT OF LAND COMPOSED OF A PORTION OF 8TH STREET RIGHT-OF-WAY, LOCATED IN THE NORTH HALF OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, LINCOLN LAND COMPANY'S SUBDIVISION OF LOTS 1 AND 2, BLOCK 84, ORIGINAL PLAT OF LINCOLN, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF "M" STREET; THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 1, SAID LINE BEING THE SOUTH LINE OF SAID RIGHT-OF-WAY, ON AN ASSUMED BEARING OF S89°57'40"E, A DISTANCE OF 90.07' TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF 8TH STREET; THENCE N00°02'50"E, ON THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 29.25' TO A POINT; THENCE S89°57'40"E, ON A LINE 29.25' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF "M" STREET, A DISTANCE OF 17.00' TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S89°57'40"E ON SAID LINE, A DISTANCE OF 3.17' TO A POINT LOCATED 20.17' EAST OF THE WEST RIGHT-OF-WAY LINE OF 8TH STREET; THENCE S00°02'50"W, ON A LINE 20.17' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 364.58' TO A POINT LOCATED 35.00' SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF "L" STREET; THENCE N89°59'11"W, ON A LINE 35.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 3.17' TO A POINT LOCATED 17.00' EAST OF THE WEST RIGHT-OF-WAY LINE OF 8TH STREET; THENCE N00°02'50"E, ON A LINE 17.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 364.58' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 1,155.72 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

Thursday, March 12, 2016

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USER: mjohnson

DWG: F:\Projects\010-21001_SRVY\Master\Xrefs\Easements\010-21001_Easement Base.dwg
DATE: Mar 13, 2016 12:03pm
XREFS: EASEMENT VACATION FROM SCOTT

PROJECT NO: 016-0833	THE DAIRY HOUSE PERMANENT SUBSURFACE UNDERGROUND GEOTHERMAL EASEMENT		EXHIBIT
DRAWN BY: MRJ			2B
DATE: MARCH 12TH, 2016			



CERTIFICATE OF LIABILITY INSURANCE

TELES-2

OP ID: JK

DATE (MM/DD/YYYY)
04/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

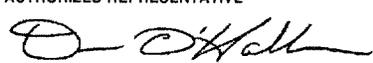
PRODUCER Marcotte Insurance Agency, Inc 11422 Miracle Hills Drive #100 Omaha, NE 68154-4420 Daniel F. O'Halloran, CIC	CONTACT NAME: Jeff Kehr, CIC, AU PHONE (A/C, No. Ext): 402-398-9009 E-MAIL ADDRESS: jkehr@marcotteins.com	FAX (A/C, No): 402-398-0917
	INSURER(S) AFFORDING COVERAGE	
INSURED Telesis, Inc. Data Security Inc.; Lazlo, Inc Emphyean Brewing Company Dairy House, LLC Angie Tucci 729 Q Street Lincoln, NE 68508	INSURER A : Allied Insurance	
	INSURER B : Travelers Insurance	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ACPLG7216099533	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACPBAA7216099533	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP14P0221714NF	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ACPWC7216099533	06/01/2014	06/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		ACPLG7216099533	06/01/2014	06/01/2015	Occurrenc 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CITLI-1 The City of Lincoln 555 S 10 St, Rm 203 Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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