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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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DECLARATION OF EASEMENT

This Declaration of Easement made this 22nd day of August, 2000, by and between 100 Nicholas, LLC, a Nebraska Limited Liability Company, (100 Nicholas); 101 Nicholas, LLC, a Nebraska Limited Liability Company, (101 Nicholas); 102 Nicholas, LLC, a Nebraska Limited Liability Company, (102 Nicholas); Westfield Office Building II, LLC, a Nebraska Limited Liability Company, (Westfield II) and Westfield Office Building I, a Nebraska Limited Liability Company, (Westfield I), collectively the (Parties).

RECITALS:

- A. 100 Nicholas, LLC is Owner of Lot 1; 101 Nicholas, LLC is Owner of Lot 2; 102 Nicholas, LLC is Owner of Lot 3; Westfield Office Building II, LLC is Owner of Lot 4, and Westfield Office Building I, LLC is Owner of Lot 5, all as shown in Westroads Replat 4 Lots 1 thru 5, as identified in Exhibit "A".
- B. Lots 1 thru 5 are sequentially adjacent and contiguous.
- C. The Parties hereto intend to develop and operate certain portions of the property for traffic circulation, access to and from Nicholas Street, and for parking.
- D. To effectuate the Common Use and Operation of the Property, the Parties desire to declare and establish certain duties and obligations both on themselves, and on and for the benefit of their respective successors and assigns on, to and across the Property.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, the Parties agree as follows:

ARTICLE I
DEFINITIONS

- 1.1 Defined Terms.
Unless the context otherwise requires, the terms defined in this Agreement will have the following definitions.
- 1.1.1 Driveway and Parking Lot Cross Easement.
This shall mean that parking lot easement set forth in Article II and identified in Exhibit B.
- 1.2 Parking Facilities.
This shall mean collectively, all parking easement and parking rights as set forth in Article II.
- 1.3 Permittees. This shall mean 100 Nicholas, 101 Nicholas, 102 Nicholas, Westfield II and Westfield I, their respective agents, employees, contractors, guests, invitees, tenants, and other parties designated as a Permittee by 100 Nicholas, 101 Nicholas, 102 Nicholas, Westfield II, and Westfield I.

ARTICLE II
DRIVEWAY AND PARKING CROSS EASEMENT

- 2.1 100 Nicholas, 101 Nicholas, 102 Nicholas, Westfield II and Westfield I grants to each other and each others Permittees, a perpetual unconditional, non-exclusive easement at no charge for parking purposes and pedestrian and vehicle access on, to, over and across the parking lots and driveway located and identified on attached Exhibit "B" (Driveway and Parking Lot Easement).

Box 35

C00-3033

2.2 Maintenance of Parking Facilities.

100 Nicholas, 101 Nicholas, 102 Nicholas, Westfield II and Westfield I shall each operate and maintain the area and location over which the parking lot, the driveway and parking lot easement is granted, including but not limited to driveways, pavements, sidewalks, landscaping, drainage, painting, and lighting facilities and shall ensure the parking facilities are maintained in a first class condition, as to fulfill the purposes of this Agreement.

Each party shall be obligated to operate and maintain the parking facilities, including (i) maintaining all paved services and curbs of the easement areas, including the sweeping, re-stripping, repairing, resurfacing and soon renewal of such surfaces, (ii) removing all papers, debris and refuse; (iii) maintaining lighting fixtures, (iv) cleaning, and maintaining all landscaping areas and planters; and (v) maintaining and cleaning all storm drains.

2.3 Rules and Regulations.

The Parties may adopt Joint Rules and Regulations for the use of said rights and easements by themselves and their respective Permittees providing, however, that (i) such Regulations shall apply equally to all Permittees and users of the Easements granted herein and (ii) such regulations shall not frustrate or violate the easement and rights of use and access provided for in this Agreement.

**ARTICLE III
INSURANCE**

3.1 Parking Facilities Insurance.

Each Party shall maintain comprehensive Public Liability Insurance covering claims for Personal and Bodily Injury or Property Damage occurring on the parking areas and other elements covered by this easement in and around reasonably acceptable to the Parties and which names as additional insured, the parties who are owners of the property adjacent and contiguous to the Insured.

**ARTICLE IV
WAIVER AND INDEMNIFICATION**

4.1 Mutual Waiver of Subrogation.

The Parties each waive claims for recovery from the other party for any loss or damage to any of its property insured, provided such a Waiver does not invalidate the respective policies or impair the Insurer's ability to collect under such policy.

4.2 Indemnification.

Each of the Parties each covenant and agree, at their cost and expense, to indemnify and hold harmless the other Party from and against any and all claims against the indemnified for losses, liabilities, costs and expenses and any actions or proceedings arising therefrom, by or on behalf of, any person arising from the indemnifying Parties or it's Permittees use of any easement granted hereunder or any default by the indemnifying party.

The indemnifying party will not be obligated to indemnify the indemnitee as to any loss, liability, cost or expense as the result of the negligence or willfulness of the indemnitee or the indemnitee's Permittees, for which indemnitee has been reimbursed, or to the extent that payments have been made on indemnitee's behalf by an insurance carrier. In case any action or proceeding is brought against the indemnitee by reason of any such claim, the indemnifying party, upon notice from indemnitee, will defend such action or proceeding with attorneys reasonably satisfactory to the indemnitee. If any loss, liability, cost or expense for which an indemnifying party has agreed to indemnify an indemnitee under this Article is fully covered by the indemnifying party's insurance policies and the insurance carrier has accepted the defense of such claim, then the indemnifying

party may satisfy its obligation under this paragraph to the extent such loss, liability, cost or expense is covered by such insurance policy, by tendering the defense of such claim to the attorney selected by such insurance carrier.

ARTICLE V BINDING EFFECT

5.1 Binding Effect.

All of the easements and rights granted herein and appurtenances to the applicable portions of the property as listed herein cannot be transferred, or encumbered. Each of the conditions of this Agreement (i) are made for the direct, mutual and reciprocal benefit of the Parties, (ii) will constitute covenants running with the land, (iii) will create mutual equitable servitudes upon each site, (iv) will bind every person having any fee, leasehold or other interest in any portion of any one of the properties at anytime to the extent that such portion is affected or bound by the covenant, restriction on conditions; and (v) will inure to the benefit of the parties all their respective successors and assigns.

5.2 Conveyances.

The parties covenant that in each instance in which any of them every conveys any part of their interest in all or any portion of the Property to a grantee or lessee, the grantor party in such instance will require the grantee or lessee to agree not to use, occupy, or allow any use or occupancy of the Property so conveyed in any manner which would constitute a violation or breach of any of the covenants in this Agreement and will require the grantee to assume and agree to perform all of the obligations of the conveying party under this Agreement with respect to the portion of the property conveyed to such grantee. On any assumption by a grantee of a party's obligations hereunder, the conveying party will thereafter be released from any further obligation under this document arising thereafter with respect to the part of Property so conveyed to the grantee in compliance with this document. Each party agrees to execute and deliver any documents necessary to evidence the release for the purpose of recording or otherwise, which documents or assurances will be duly executed by the parties or by any grantee to any such grantor.

ARTICLE VI GENERAL

6.1 Governing Law.

This Agreement will be governed in accordance with the laws of Nebraska. without limitation on all matters affecting title to all real property described herein.

6.2 No Third Party Beneficiary.

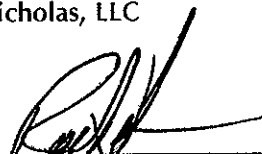
This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity, including the public, as a third party beneficiary or under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

6.3 Status of Parties.

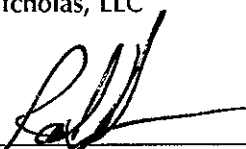
The parties have not become and do not intend to become partners or joint venturers and nothing herein shall be construed or applied to constitute the parties as partners or joint venturers.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Easement effective the date and year first above written.


Owner of Record
Lot No. 1 – Westroads Replat No. 4
100 Nicholas, LLC

by: 
Typed Name: Ronald J. Cizek

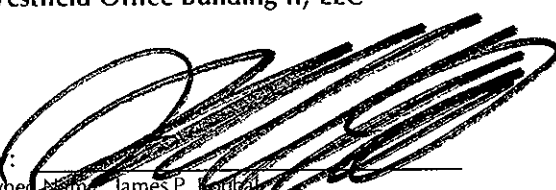
Owner of Record
Lot No. 2 – Westroads Replat No. 4
101 Nicholas, LLC

by: 
Typed Name: Ronald J. Cizek

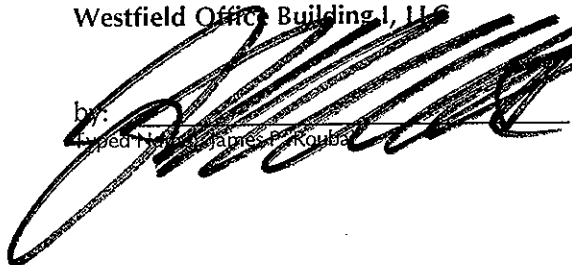
Owner of Record
Lot No. 3 – Westroads Replat No. 4
102 Nicholas, LLC

by: 
Typed Name: Ronald J. Cizek

Owner of Record
Lot No. 4 – Westroads Replat No. 4
Westfield Office Building II, LLC

by: 
Typed Name: James P. Kouba

Owner of Record
Lot No. 5 – Westroads Replat No. 5
Westfield Office Building I, LLC

by: 
Typed Name: James P. Kouba

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the date first above written, before me, the undersigned Notary Public, in and for said County, personally came James P. Bowbal, Manager of Westfield Office Building I, LLC and Westfield Office Building II, LLC and Ronald J. Cizek, to me personally known to be a Member of 100 Nicholas, LLC; 101 Nicholas, LLC and 102 Nicholas, LLC, the identical individuals whose names are affixed to the foregoing Declaration of Easement, and acknowledged the execution thereof to be their voluntary act and deed as such Manager and Member and the voluntary act and deed of the said limited liability companies.

WITNESS my hand and Notarial Seal at Omaha, in said County, on the date first above written.

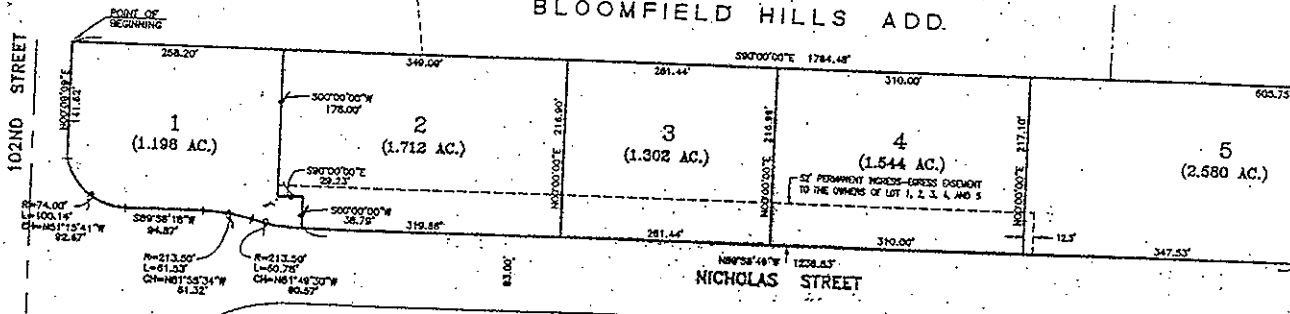
Nancy J. Waltke
Notary Public



WESTROADS

LOTS 1 THRU 5 IN
A REPLAT OF WESTROADS
ALL LOCATED IN THE SE 1/4, SE 1/4
OF THE 6TH P.M., DOUGLAS

BLOOMFIELD HILLS ADD.



ACKNOWLEDGEMENT

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

ON THIS 20th DAY OF December, 1999, A.D. BEFORE ME, NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME THE ABOVE NAMED AND BEING THE GENERAL PARTNER OF WESTROADS BLOOMFIELD HILLS, L.L.C. TRUSTEE, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE INSTRUMENT AND HE ACKNOWLEDGES THE EXECUTION THEREFORE TO BE HIS VOLUNTARY ACT AND DEED AS SUCH TRUSTEE.

Robert J. Rohde

WITNESS MY HAND AND OFFICIAL SEAL THE LAST DATE AFORESAID.

Kirkha Michael
NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE 20th DAY OF January, 2003, A.D.

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT A GROSS PROPERTY DELINQUENCY IN THE SURVYOR'S CERTIFICATE AND ENRACED IN THE PLAT AS SHOWN IN THE RECORDS OF THIS OFFICE.

DATED THIS 20th DAY OF December, 1999, A.D.

[Signature]
COUNTY TREASURER

APPROVALS OF CITY ENGINEER OF OMAHA

I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 53 OF THE OMAHA MUNICIPAL CODE THIS 20th DAY OF December, 1999, A.D.

James J. Neumann
CITY ENGINEER

APPROVAL OF CITY PLANNING DIRECTOR

THIS PLAT OF WESTROADS REPLAT 4, IS IN COMPLIANCE WITH SECTION 53-10(3) OMAHA MUNICIPAL CODE, WITH PLAT REQUIREMENTS NAMED PER SECTION 20-108 HOME RULE CHARTER OF THE CITY OF OMAHA. THIS MINOR SUPERVISOR PLAT APPROVAL IS VOID WITHOUT THIS PLAT (IF NOT RECORDED) WITHIN THIRTY (30) DAYS OF THE DATE OF PLANNING DIRECTOR'S SIGNATURE.

[Signature]
CITY PLANNING DIRECTOR
DATE 12/30/99

NOTES

1. ALL CURVE DATA IS BASED ON THE ARC DEFINITION.
2. DIRECT VEHICULAR ACCESS FROM LOT 1 ONTO 102ND STREET WILL NOT BE ALLOWED.
3. LOTS 2 AND 3 WILL SHARE JOINT ACCESS AND LOTS 4 AND 5 WILL SHARE JOINT ACCESS.



0 50' 100' 200'

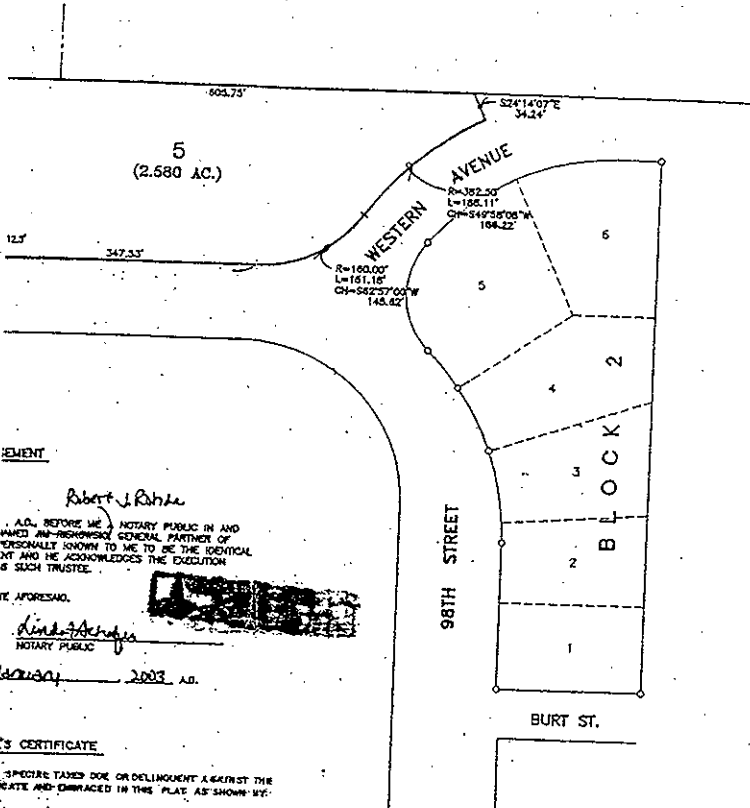
SCALE: 1" = 100'

KIRKHA MICHAEL
CONSULTING ENGINEER

9110 WEST OGDEN ROAD, P.O. BOX 24129, OMAHA, NEBRASKA
(402) 383-5630 FAX (402) 255-3850

ROADS REPLAT 4

1 THRU 5 INCLUSIVE
 OF WESTROADS REPLAT 3,
 SE 1/4, SECTION 16, T 15 N, R 12 E
 DOUGLAS COUNTY, NEBRASKA



WITNESSES
 Robert J. Rohde
 A.G., BEFORE ME, NOTARY PUBLIC IN AND
 WITH AN APPEARANCE GENERAL PARTNER OF
 PERSONALLY KNOWN TO ME TO BE THE IDENTICAL
 AND HE ACKNOWLEDGES THE EXECUTION
 OF SUCH TRUSTEE.
 KIRKHAM MICHAEL
 NOTARY PUBLIC
 January 2003, A.D.

3 CERTIFICATE
 SPECIAL TAXES DUE OR DELINQUENT AGAINST THE
 TRACT AND ENRAGED IN THIS PLAT AS SHOWN BY:
 1999, A.D.
 WIT TREASURER

SURVEYOR'S CERTIFICATE

I, ROBERT H. TICHY, A REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT A SURVEY OF THE OUTER BOUNDARIES OF THIS PLAT OF WESTROADS REPLAT 4, LOTS 1 THRU 5, INCLUSIVE, A REPLAT OF WESTROADS REPLAT 3, AS BEEN MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I HAVE INSTALLED PERMANENT IRON PINS (5/8-INCH X 24-INCH REBAR) AT THE CORNERS OF ALL LOTS, STREETS, ANGLE POINTS, AND THE TERMINAL POINTS OF ALL CURVES AS SHOWN ON THIS PLAT OF WESTROADS REPLAT 4, LOTS 1 THRU 5 INCLUSIVE.

A TRACT OF LAND BEING A PART OF THE SE 1/4 OF SECTION 16, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, THE OUTER BOUNDARIES MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF WESTROADS REPLAT 3, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, THENCE S90°00'00"E ALONG THE NORTH LINE OF SAID WESTROADS REPLAT 3, 1784.45 FEET; THENCE S24°14'07"E 34.24 FEET TO A POINT ON A CURVE TO THE LEFT, SAID POINT ALSO BEING THE NORTHWESTERLY RIGHT 168.11 FEET AND A CHORD BEARING S49°50'00"W, 168.22 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NICHOLAS STREET; THENCE N85°55'49"W ALONG SAID RIGHT OF WAY LINE, 1235.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 213.50 FEET, AN ARC DISTANCE OF 60.78 FEET AND CHORD BEARING N81°49'30"W, 50.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE HAVING A RADIUS OF 213.50 FEET, AN ARC LENGTH OF 41.33 FEET AND A CHORD BEARING N81°23'34"W, 41.32 FEET; THENCE S89°53'18"W ALONG SAID RIGHT OF WAY LINE, 94.87 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 74.00 FEET, AN ARC LENGTH OF 106.14 FEET AND A CHORD BEARING N51°16'41"W, 82.67 FEET TO THE POINT ON THE EAST RIGHT OF WAY LINE OF 102ND STREET, THENCE N00°09'09"E ALONG SAID RIGHT OF WAY LINE, 141.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.136 ACRES (343,125 S.F.), MORE OR LESS.

DATED THIS 24th DAY OF November, 1999, A.D.
 Robert H. Tichy
 REGISTERED LAND SURVEYOR LS 542



DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
 THAT, WESTROADS BLOOMFIELD, L.L.C., ROBERT ROHDE, GENERAL PARTNER, AS OWNER AND PROPRIETORS OF THE LAND ENRAGED WITHIN THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS, SAID SUBDIVISION TO BE KNOWN AS WESTROADS REPLAT 4, THE LOTS TO BE NUMBERED AS SHOWN (LOTS 1 THRU 5, INCLUSIVE), AND WE APPROVE THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS AS SHOWN HEREON AND WE DO ALSO GRANT THE EASEMENTS SHOWN ON THIS PLAT TO THE AGENCIES DESIGNATED AND THEIR ASSIGNS FOR THE PURPOSES NOTED. WE DO FURTHER GRANT A PERPETUAL EASEMENT IN FAVOR OF AND GRANTING TO OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM WITHIN THE BOUNDARIES OF THIS PLAT, AND U.S. WEST COMMUNICATIONS, THEIR SUCCESSORS AND ASSIGNS, TO ERECT AND OPERATE, MAINTAIN, REPAIR, AND RENEW UNDERGROUND CABLES OR CONDUITS, POLES WITH NECESSARY SUPPORTS, SUSTAINING WIRES, CROSS ARMS, GUTS AND ANCHORS AND OTHER INSTRUMENTALITIES, AND EXTEND THEREON WIRE FOR THE CARRYING AND TRANSMISSION OF SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON OF ALL LOTS, AN EIGHT (8) FEET WIDE STRIP OF LAND ABUTTING THE FRONT AND THE SIDE BOUNDARY LINES OF ALL LOTS, AND A SIXTEEN (16) FEET WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS THAT ARE NOT ADJACENT TO PRESIDENTIALLY PLATTED AND RECORDED LOTS. THE SIXTEEN (16) FEET WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8) FEET WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED, AND RECORDED, DOES FURTHER GRANT A PERPETUAL EASEMENT TO REPAIR AND RENEW PIPELINES, HYDRANTS, VALVES, AND OTHER RELATED FACILITIES, TO ERECT, INSTALL, OPERATE, MAINTAIN, THE METROPOLITAN UTILITIES DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, GAS AND WATER ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND TRANSMISSION OF NATURAL GAS AND WATER ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE FORESAID USES OR RIGHTS HEREBY GRANTED.

IN WITNESS WHEREOF, WE DO HEREBY SET OUR HANDS THIS 24th DAY OF November, 1999, A.D.
 Robert Rohde
 ROBERT ROHDE, GENERAL PARTNER
 WESTROADS BLOOMFIELD, L.L.C.

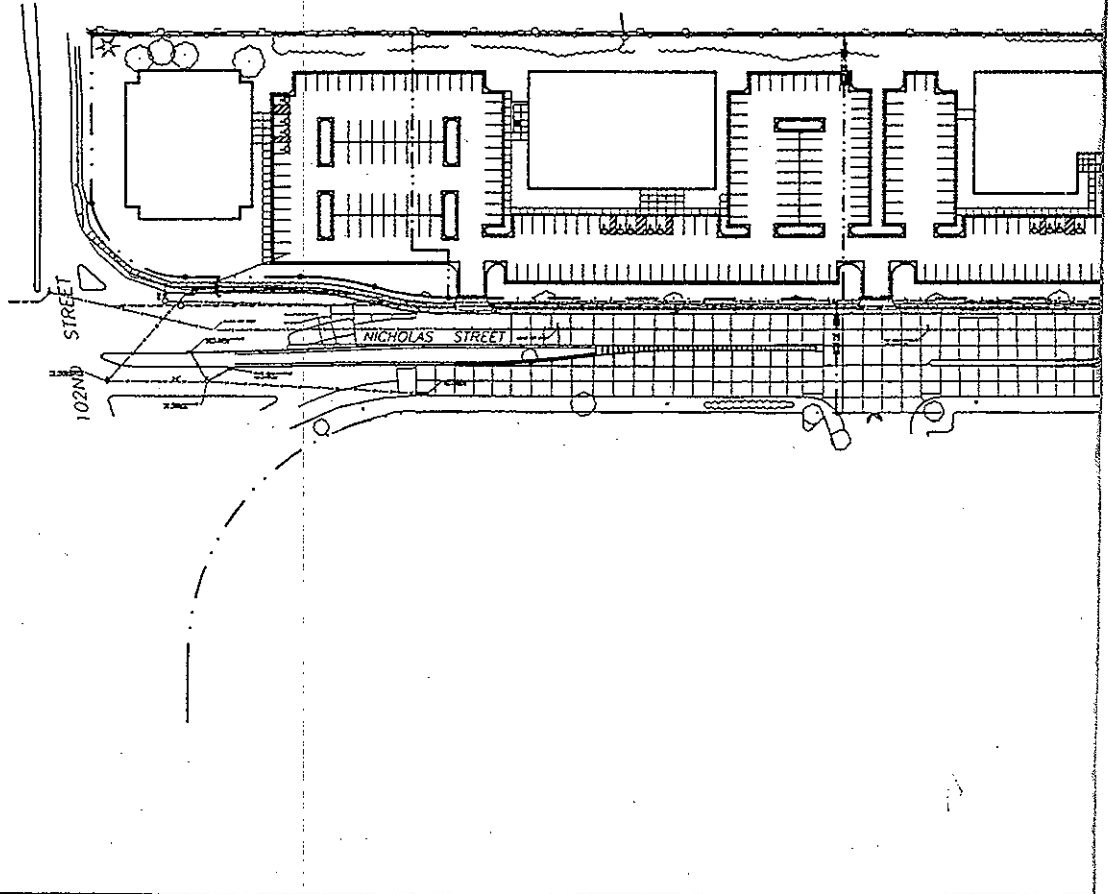
KIRKHAM MICHAEL
 CONSULTING ENGINEERS
 17 OGDGE ROAD, P.O. BOX 24129, OMAHA, NEBRASKA 68124
 (402) 383-3630 FAX (402) 255-3650

SHEET 1 OF 1
 KM 970847

Recorded 12-30-99 BK 214 Pg 217-223

EXHIBIT A

BLOOMFIELD HILLS ADD.



LLS ADD.

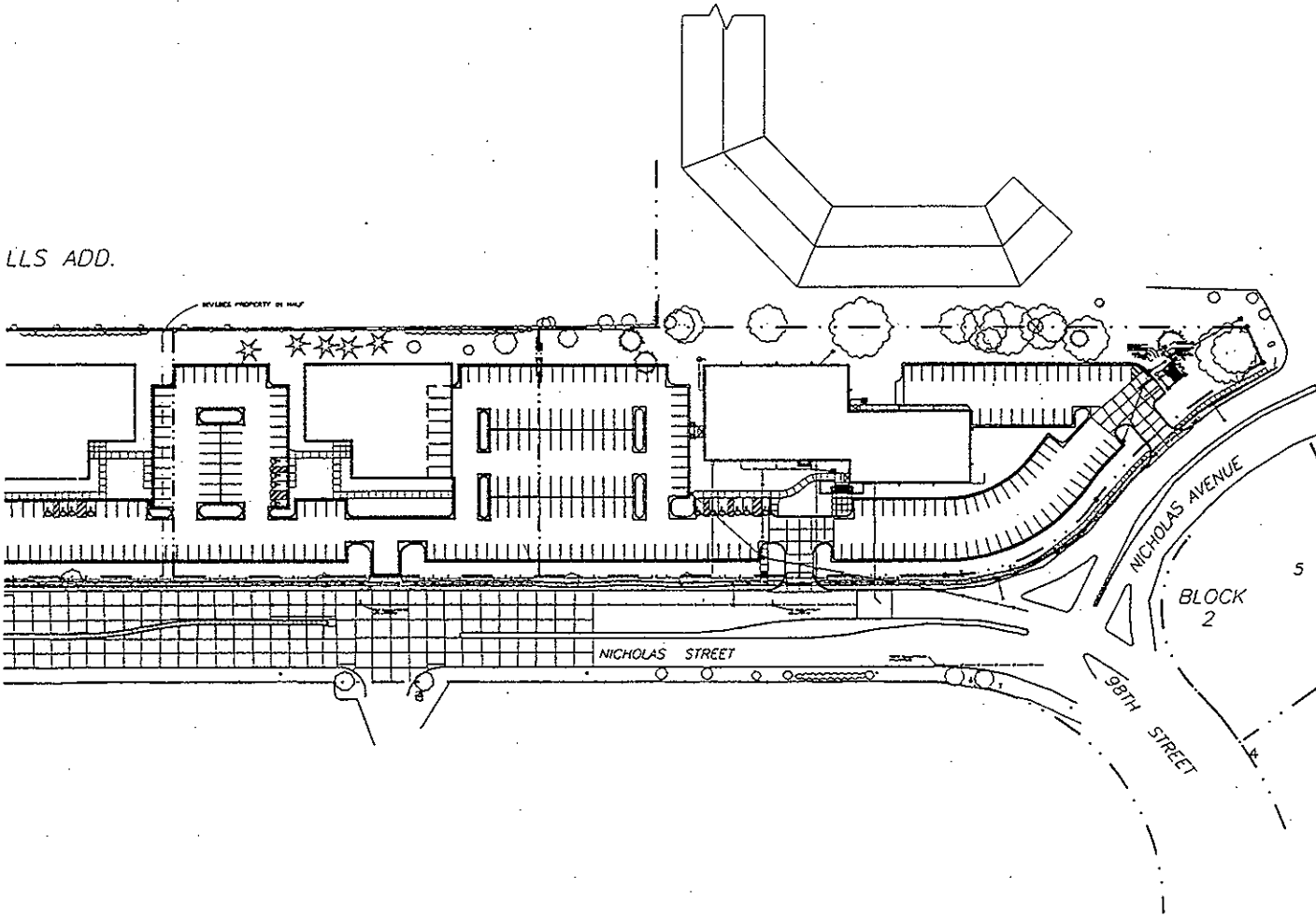


EXHIBIT B

WESTFIELD OFFICE BUILDING NO. 1
SIGNA DEVELOPMENT SERVICES

 EXHIBIT B
NO SCALE



1889108-00
8-10-09