

COUNTER LM C.E. LM
VERIFY LM D.E. LM
PROOF D
FEES \$ 28.00
CHECK # 40969
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARP COUNTY NEBRASKA
INSTRUMENT NUMBER

NEBRASKA DOCUMENTARY
STAMP TAX

2015-26719

10/30/2015 1:24:09 PM

\$ Ex 23

Clay J. Dowling

By: counter1

REGISTER OF DEEDS



EASE

After recording, return to:
Jerry Slusky, Esq.
Smith Gardner Slusky Law
8712 W. Dodge Road, Suite 400
Omaha, NE 68114

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") entered into this 26th of October, 2015 between Millennium Place, LLC, its successors and assigns ("Grantor") as owner of Lot 1, and Millennium Place, LLC, its successors and assigns ("Grantee"), as owner of Lot 2.

RECITALS

WHEREAS, Grantor is the owner of Lot 1, Replat of Lot 40A, Centech Business Park, an Administrative Subdivision, Sarpy County, Nebraska ("Lot 1") as shown on **Exhibit 1**,

WHEREAS, Grantee is the owner of Lot 2, Replat of Lot 40A, Centech Business Park, an Administrative Subdivision, Sarpy County, Nebraska ("Lot 2") as shown on **Exhibit 1**,

WHEREAS, the Parties wish to grant and convey unto each other permanent, perpetual, reciprocal, drive and pedestrian easements and to provide for the maintenance thereof, and

WHEREAS, Grantee proposes to install its storm sewer improvements on Lot 2, a portion which will traverse the southeast corner of Lot 1 ("Sewer Easement Area"), as shown on **Exhibit 1**, and Grantor wishes to grant and convey to Grantee the permanent right to enter and use the Sewer Easement Area from time to time for ingress and egress in connection with the inspection, operation, maintenance, replacement, and repair of that portion of Grantee's storm sewer improvements which traverses the southeast corner of Lot 1.

NOW THEREFORE, in consideration for reciprocal easements on and across each property, the parties agree as follows:

1. Grantor grants to Grantee a permanent, perpetual, reciprocal, drive and pedestrian easement over those areas on Lot 1 generally described below for accessing and using the following:

R+R Ehrhart Grifflin & Associates
© Larry Alan Fleet RLS
3552 Farnam St
Omaha NE 68131

- a. all vehicular and pedestrian ingress and egress to Lot 1
 - b. all drive lanes throughout Lot 1
 - c. all marked, hard surfaced parking spaces on Lot 1
 - d. all pedestrian walks throughout Lot 1, and
 - e. any such other paved areas that may exist on Lot 1, from time-to-time.
2. In exchange, Grantee grants to Grantor a permanent, perpetual, reciprocal, drive and pedestrian easement over those areas on Lot 2 for accessing and using the following:
 - a. all vehicular and pedestrian ingress and egress to Lot 2
 - b. all drive lanes throughout Lot 2
 - c. all marked, hard surfaced parking spaces on Lot 2
 - d. all pedestrian walks throughout Lot 2, and
 - e. any such other paved areas that may exist on Lot 2, from time-to-time.
3. The Grantor and Grantee shall each be perpetually responsible for the maintenance, repair and/or replacement of the above-described reciprocal easement areas on their respective lots, including the costs thereof.
4. Grantor grants to Grantee the permanent right to enter and use the Sewer Easement Area from time to time for ingress and egress in connection with and to inspect, operate, maintain, replace and repair that portion of Grantee's storm sewer improvements which traverse the southeast corner of Lot 1 at Grantee's sole cost and expense.
5. The easements described are for the use of the Grantor and Grantee, their respective employees, customers, guests, licensees, invitees, and those of the Grantor's and Grantee's respective successors and assigns.
6. The easements will be permanent and shall run with the land with respect to Lot 1 and Lot 2.
7. Grantor and Grantee shall not make or permit any use of Lot 1 or Lot 2 which would interfere with this Agreement, the respective easements, or the uses of the easements granted by this Agreement.

B

8. This Agreement shall be construed in accordance with the laws of the State of Nebraska and shall not be amended or modified except in writing executed by the parties or their respective successors in interest.

Millennium Place, LLC (Grantor)

By: _____

Millennium Place, LLC (Grantee)

By: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 26th day of October, 2015 by Daniel J. Thiele, Managing Member of Millennium Place, LLC (as Grantor), a Nebraska limited liability company on behalf of said limited liability company.

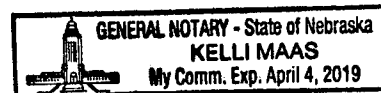
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 26th day of October, 2015 by Daniel J. Thiele, Managing Member of Millennium Place, LLC (as Grantee), a Nebraska limited liability company on behalf of said limited liability company.

Notary Public



2015-26719 C

Project No. EGA151066

Exhibit 1

Date: 10/5/15

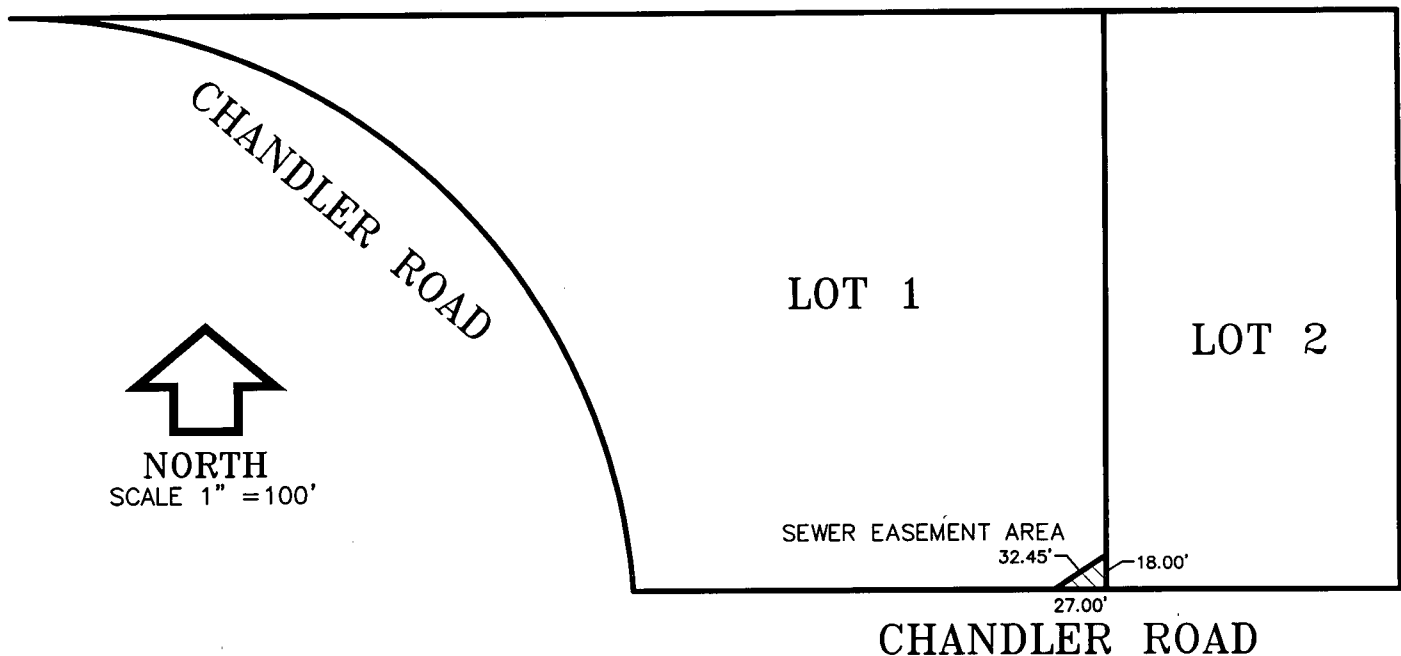
DESCRIPTION & SKETCH

DESCRIPTION: INGRESS/EGRESS & CIRCULATION EASEMENT PARENT TRACTS

LOTS 1 AND 2, CENTECH BUSINESS PARK REPLAT TWO, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

SEWER EASEMENT

AN 18.00 FOOT (N-S) BY 27.00 (W-E) FOOT TRIANGLE CONTAINING 243 SQUARE FEET LOCATED IN THE SOUTHEAST CORNER OF LOT 1 OF CENTECH BUSINESS PARK REPLAT TWO, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.



**EHRHART
GRIFFIN &
ASSOCIATES**

ENGINEERING

PLANNING

LAND SURVEYING

3552 Farnam Street • Omaha, Nebraska 68131 • 402 / 551-0631