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Joseph J. Dowling
REGISTER OF DEEDS


[FOR RECORDING PURPOSES]

DECLARATION OF EASEMENTS

This Declaration of Easements ("Declaration") is made this 30th day of March, 2015, by Steven W. Seline, George H. Krauss, Bradley A. Tribulato and Joseph Mandolfo, as Co-Trustees of the Baer Family Irrevocable Life Insurance Trust I dated May 5, 1994 ("Declarant").

Recitals

- A. Declarant is the owner of the real estate described on Exhibit "A" attached hereto (the "Project").
- B. Declarant desires to establish certain easements which shall benefit and/or burden the Project and shall run with the land.

Declaration

NOW THEREFORE, Declarant hereby declares as follows:

1. Granted Easements. Subject to the terms and conditions set forth herein, Declarant hereby grants to itself as the owner of the Project, and to each individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding an ownership interest in fee (individually an "Owner", and collectively the "Owners"), in any portion of the Project (each a "Parcel") the following easements:

- (a) *Vehicular*. Non-exclusive easements for the purpose of vehicular access between each Parcel and the public streets now and hereafter abutting any portion of the Project; limited, however, to those portions of each Parcel which are now used for vehicular access.
- (b) *Pedestrian*. Non-exclusive easements for the purpose of pedestrian access between each Parcel and (i) each other Parcel, (ii) the public streets now or hereafter abutting any portion of the Project, (iii) the walkways now or hereafter abutting or located on any portion of the Project, and (iv) the parking areas now or hereafter abutting or located on

any portion of the Project; limited, however, to those portions of each Parcel which are now used for pedestrian walks and made available for general use.

- (c) *Parking.* Non-exclusive easements for the purpose of vehicular parking; limited, however, to those portions of each Parcel which are now used for vehicular parking.

Notwithstanding the foregoing, an Owner of a Parcel may remove, reduce in size or relocate vehicular accessways, pedestrian accessways and vehicular parking access (whether as a result of the construction of new structures on a Parcel or otherwise) with the consent of all other Owners, which consent shall not be unreasonably withheld if such removal, reduction or relocation does not materially adversely affect vehicular or pedestrian access or vehicular parking.

2. Use of Easements. The use of all easements created by this Declaration will, in each instance, be non-exclusive and for the use and benefit of the Owners, their respective successors, assigns and such agents, customers, invitees, licensees, employees, servants, contractors, mortgagees and tenants as may be designated by each Owner from time to time (collectively the "Permittees"). If unauthorized use is being made of any easement area by any of the Owners or their respective Permittees, such unauthorized use may be restrained or terminated by appropriate proceeding after written notice to the defaulting Owner and failure to abate such unauthorized use within a reasonable time.

3. Unimpeded Access. Owners agree that no barricade will be constructed between the Parcels to impede access and that Owners will do nothing to prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular traffic throughout the Project in the areas designated for such purpose; provided, each Owner shall have the right to temporarily erect barriers to avoid the possibility of dedicating such areas for public use.

4. Maintenance of Easement Areas. The Owner of each Parcel will operate and maintain all of the areas of such Parcel which are subject to the pedestrian and vehicular access and parking easements created by subparagraphs 1(a), (b) and (c) of this Declaration in good condition and repair.

5. Legal Effect. Each of the easements and rights created by this Declaration are appurtenant to the Parcel to which they relate and may not be transferred, assigned or encumbered except as an appurtenance to such Parcel. Each covenant contained in this Declaration: (a) is made for the direct, mutual and reciprocal benefit of each Parcel now or hereafter constituting a part of the Project; (b) creates mutual equitable servitudes on each Parcel in favor of each other Parcel; (c) constitutes a covenant running with the land; (d) binds every Owner now having or hereafter acquiring an interest in any Parcel; and (e) will inure to the benefit of each Owner and each Owner's successors, assigns and mortgagees. Each Owner agrees that on conveyance of all or any part of the Project or a Parcel, the grantee, by accepting such conveyance, will thereby become bound by this Declaration.

6. No Dedication. Nothing contained in this Declaration will be deemed to constitute a gift, grant or dedication of any portion of a Parcel to the general public or for any public purpose whatsoever, it being the intention of Declarant and the Owners that this Declaration will be strictly limited to the private use of the Owners and their respective Permittees. This Declaration is intended to benefit the Owners and their respective successors, assigns and mortgagees, and is not intended to constitute any person which is not an Owner a third party beneficiary hereunder, or to give any such person any rights hereunder.

7. Amendment and Termination. This Declaration shall continue in full force and effect until terminated, modified or amended with the express written consent of all of the Owners of the real property included within the Project and no amendment, modification or termination of this Declaration

will affect the rights of the holder of any mortgage or deed of trust constituting a lien on any portion of the Project or a Parcel unless such lender consents to the same.

8. Condemnation. In the event the whole, or any part, of a Parcel is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, an Owner benefitted by an easement created by this Declaration will not share in any award, compensation or other payment made by reason of the taking of a portion of any Parcel which is subject to such easement, and such award, compensation or other payment will belong entirely to the Owner of that Parcel or the portion of the Parcel which is taken, and such Owner will have no further liability to any other Owner for the loss or such easements, or portion thereof, located on the Parcel or portion thereof so taken.

9. Miscellaneous.

- (a) *Notices.* All notices, statements, demands, approvals and other communications given pursuant to this Declaration will be in writing and will be delivered in person or by certified or registered mail, postage prepaid, to the Owners at the addresses set forth in the real property tax records respecting each Parcel.
- (b) *Waiver of Default.* No waiver of any default by any Owner will be implied from the failure of any other Owner to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Declaration will not be deemed a waiver of any subsequent default in the performance of the same provision of any other provision. The consent to or approval of any act or request by any Owner will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Declaration are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any Owner might otherwise have by virtue of a default under this Declaration and the exercise of any right or remedy by any Owner will not impair such Owner's standing to exercise any other right or remedy.
- (c) *Severability.* If any provision of this Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.
- (d) *Governing Law.* This Declaration will be construed in accordance with the laws of the State of Nebraska.
- (e) *Binding Effect.* The provisions of this Declaration will be binding on the Owners and their respective successors, assigns and mortgagees.

IN WITNESS WHEREOF, this Declaration has been executed effective as of the date first above written.

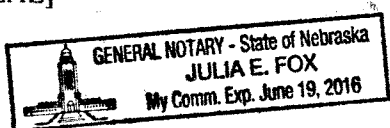
George H. Krauss
George H. Krauss, as Co-Trustee of the Baer Family Irrevocable Life Insurance Trust I dated May 5, 1994

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 27th day of March, 2015, before me, a notary public in and for said county and state, personally came George H. Krauss, as Co-Trustee of the Baer Family Irrevocable Life Insurance Trust I dated May 5, 1994, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said trust.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Julia E. Fox
Notary Public

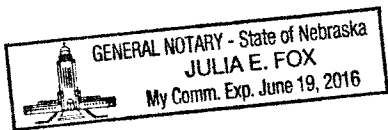
Steven W. Seline
Steven W. Seline, as Co-Trustee of the Baer Family
Irrevocable Life Insurance Trust I dated May 5, 1994

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 23rd day of March, 2015, before me, a notary public in and for said county and state, personally came Steven W. Seline, as Co-Trustee of the Baer Family Irrevocable Life Insurance Trust I dated May 5, 1994, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said trust.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Julia E. Fox
Notary Public

Bradley A. Tribulato

Bradley A. Tribulato, as Co-Trustee of the Baer Family Irrevocable Life Insurance Trust I dated May 5, 1994

STATE OF Nevada)
) ss.
COUNTY OF Clark)

On this 20 day of March, 2015, before me, a notary public in and for said county and state, personally came Bradley A. Tribulato, as Co-Trustee of the Baer Family Irrevocable Life Insurance Trust I dated May 5, 1994, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said trust.

WITNESS my hand and notarial seal at US BANK, in said county and state, the day and year last above written.

[SEAL]

Kristi Hyde
Notary Public



CONSENT AND JOINDER

The undersigned hereby consents to, and joins in, the foregoing Declaration of Easements.

SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY, a Nebraska limited liability company

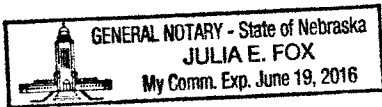
By *Ted Baer*
Name: Ted Baer
Title: Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 25th day of March, 2015, before me, a notary public in and for said county and state, personally came Ted Baer, Managing Member of SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said company.

WITNESS my hand and notarial seal at Omaha, Nebraska, in said county and state, the day and year last above written.

[SEAL]

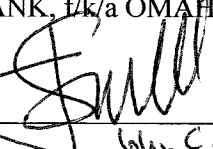


Julia E Fox
Notary Public

SUBORDINATION

The undersigned hereby subordinates all liens and encumbrances held by it on the Project or any interest in the Project, including leasehold interests, to the foregoing Declaration of Easements.

CORE BANK, f/k/a OMAHA STATE BANK

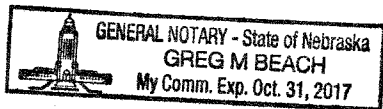
By 
Name: John C Sorrell
Title: President / CEO

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 25 day of March, 2015, before me, a notary public in and for said county and state, personally came John Sorrell, President / CEO of CORE BANK, f/k/a OMAHA STATE BANK, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said bank.

WITNESS my hand and notarial seal at Omaha, Nebraska, in said county and state, the day and year last above written.

[SEAL]




Notary Public

EXHIBIT "A"

The land referred to herein is described as follows:

A tract of land lying wholly within the Southwest Quarter (SW¼) of Section Fourteen (14), Township Fourteen (14) North, Range Thirteen (13) East of the 6th P.M., Sarpy County, Nebraska, containing the following parcels of land: All of Lots 2C1A, 2C1B, 2C2, 3, 4A2, 4A2B, 4C, 5A, 5A2, 5C, 6A1A1, 6A1A2, 6A1A3, 6B, 7A1, 7B, 8A, 8A1, 8A2, 8A3, 8C, and 8D, of Clinton's Subdivision in said Section Fourteen (14), all of tax lots F2B1B1, F2B1B2, and G4 in said Section Fourteen (14), all of Lots Seven (7) and Ten (10), part of Lots Eleven (11) and Twelve (12) of Lawndale Subdivision in said Section Fourteen (14), all of Lots One (1) and Two (2) and part of Lots Three (3), Six (6) and Seven (7) of Jull's Subdivision in said Section Fourteen (14), also portions of vacated Prairie Avenue. Said tract of land is more particularly described as follows:

Beginning at the point of intersection of the Northerly right of way line of Child's Road and the Southwesterly right of way line of Prairie Avenue; thence South 00 degrees 00 minutes 00 seconds West (Assumed) along the Northerly right of way line of Child's Road a distance of 1,099.18 feet to a point on the Easterly right of way line of State Highway No. 73 and 75; thence North 15 degrees 18 minutes 00 seconds West along the Easterly right of way of State Highway No. 73 and 75 a distance of 488.69 feet to a point; thence in a Northwesterly direction along the right of way line of State Highway Nos. 73 and 75 and said right of way line being on a curve to the left, and said curve having a radius of 2,914.9 feet, a distance of 462.92 feet to a point on the Southerly right of way line of Brewster Road; thence North 73 degrees 25 minutes 50 seconds East along the Southerly right of way line of Brewster Road a distance of 654.09 feet to a point; thence North 69 degrees 00 minutes 48 seconds East continuing along the Southerly right of way line of Brewster Road a distance of 354.84 feet to a point on the Westerly right of way line of vacated Prairie Avenue; thence North 76 degrees 10 minutes 04 seconds East a distance of 20.62 feet to a point on the centerline of vacated Prairie Avenue; thence South 00 degrees 15 minutes 54 seconds West along the centerline of vacated Prairie Avenue a distance of 134.97 feet to a point; thence South 89 degrees 44 minutes 06 seconds East a distance of 20.00 feet to a point on the Easterly right of way line of vacated Prairie Avenue; thence South 88 degrees 38 minutes 21 seconds East a distance of 185.13 feet to a point; thence North 87 degrees 18 minutes 39 seconds East a distance of 75.56 feet to a point; thence North 87 degrees 18 minutes 39 seconds East a distance of 82.60 feet to a point; thence South 00 degrees 15 minutes 39 seconds West a distance of 71.70 feet to a point; thence North 89 degrees 42 minutes 21 seconds West a distance of 37.66 feet to the Northeast corner of Lot 7 of Lawndale Subdivision; thence South 00 degrees 16 minutes 07 seconds West along the Easterly line of Lots 7 and 10 and the Easterly line of Lots 7 and 10 extended South a distance of 610.98 feet to a point on the Southerly line of Lot 12 of Lawndale Subdivision; thence North 89 degrees 45 minutes 09 seconds West a distance of 29.54 feet to the Southwest corner of Lot 12 of Lawndale Subdivision; thence South 55 degrees 04 minutes 07 seconds West a distance of 16.00 feet to a point on the centerline of vacated Prairie Avenue; thence South 34 degrees 55 minutes 53 seconds East along the centerline of vacated Prairie Avenue a distance of 349.00 feet to a point; thence South 10 degrees 19 minutes 33 seconds East a distance of 36.03 feet to the point of beginning.