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## EASEMENT AGREEMENT

This Easement Agreement is made and entered into this 14<sup>th</sup> day of February, 2017, by and between BANK OF NEBRASKA, a Nebraska corporation (the "Bank"), and 140<sup>TH</sup> & CENTER STREETS, L.L.C. (the "Company").

### Preliminary Statement

The Bank is the owner of real property in Douglas County, Nebraska, legally described as follows (the "Bank Property"):

Lot 2, Oakview Corner, a subdivision as surveyed, platted and Recorded in Douglas County, Nebraska.

The Company is the owner of real property in Douglas County, Nebraska, legally described as follows (the "Company Property"):

Lot 1, Oakview Corner, a subdivision as surveyed, platted and Recorded in Douglas County, Nebraska.

The Bank Property and the Company Property have a common boundary extending along the northerly and westerly boundaries of the Company Property. The Bank Property is presently improved with an office-type building and paved parking lot and drive areas.

The Company Property is presently improved with a one-story building and paved parking lot and drive areas.

Each party believes it is in their best interest to create reciprocal permanent nonexclusive ingress and egress easements to allow each of the other parties the right to come upon and travel across all roadways, walkways, and thoroughfares which now exist or will exist in the future on their respective properties. The Company also desires to secure a perpetual nonexclusive easement for parking in the twelve (12) most southerly parking stalls on the Bank Property which are situated immediately north of the northerly property line of the Company Property.

Return to:

James D. Buser

Pansing Hogan Ernst & Bachman, LLP

10250 Regency Circle, Suite 300

Omaha, Nebraska 68114

In consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and the Company do hereby agree as follows:

**ARTICLE I**  
**INGRESS AND EGRESS EASEMENTS**

A. The Bank grants to the Company, its employees, contractors, agents, licensees, invitees and lessees, and to the Company successors and assigns to the Company Property, a perpetual nonexclusive right, privilege and easement (the "Company Easement") to come upon and travel across all roadways, walkways, and thoroughfares now existing or hereafter created on the Bank Property (the "Company Easement Area").

B. The Company grants to the Bank, its employees, contractors, agents, licensees, invitees and lessees, and to the Bank's successors and assigns to the Bank Property, a perpetual nonexclusive right, privilege and easement (the "Bank Easement") to come upon and travel across all roadways, walkways, and thoroughfares now existing or hereafter created on the Company Property (the "Bank Easement Area").

C. The owner of the Bank Property and the owner of the Company Property, and their respective employees, contractors, agents, licensees, invitees, and lessees shall have free and unimpeded use of the Company Easement Area and Bank Easement Area for vehicular and pedestrian ingress and egress across the Company Easement Area and Bank Easement Area. The owner of the Bank Property and the owner of the Company Property shall each prohibit and take reasonable action to prevent parking on and along those parts of the Company Easement Area and Bank Easement Area (excluding those areas designated and marked as parking areas) which may unreasonably interfere with or block travel along the respective easement areas. The owner of the Bank Property agrees to repair and maintain the Company Easement Area in a reasonable manner, and the owner of the Company Property agrees to repair and maintain the Bank Easement Area in a reasonable manner upon it's construction of roadways, walkways, and thoroughfares on such property.

D. The ingress and egress easements created pursuant to this Article I, as such relate to vehicular ingress and egress, shall be limited to, and shall be used only for, pedestrian, automobile and light truck purposes.

**ARTICLE II**  
**PARKING EASEMENT**

The Bank grants to the Company, its employees, contractors, agents, licensees, invitees and lessees, and to the Company successors and assigns to the Company Property, a perpetual nonexclusive right, privilege and easement to use for parking purposes the twelve (12) most southerly parking stalls which are situated on the Bank Property and immediately north of the northerly property line of the Company Property. Except for the foregoing parking easement, the

owners of the Bank Property and the Company Property shall take reasonable actions to prevent their employees, contractors, agents, licensees, invitees and lessees from parking on the other owner's property.

**ARTICLE III**  
**MISCELLANEOUS**

A. In the event of a breach or threatened breach of this Agreement, only an owner of the Bank Property or Company Property shall be entitled to institute proceedings for full and adequate relief from consequences of such breach or threatened breach. Time is of the essence for purposes hereof.

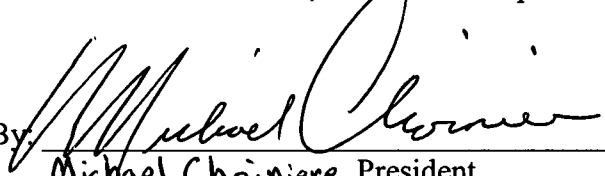
B. This Agreement and the covenants, conditions, restrictions and easements shall create mutual benefits and servitudes running with the land and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, lessees, successors and assigns. This Agreement shall be perpetual, provided, however, that this Agreement may be modified, amended or terminated by an instrument signed by the Owners of the Bank Property and Company Property and recorded with the Douglas County, Nebraska, Register of Deeds.

C. No waiver of any breach of any of the easements or agreements contained in this Easement Agreement shall be construed or constitute a waiver of any other breach, or waiver, acquiescence or consent to any further or succeeding breach of the same or any other easement or agreement.

D. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, this Easement Agreement is made to be effective as of the date and year first above written.

BANK OF NEBRASKA, a Nebraska corporation

By:   
Michael Choiniere, President

140<sup>th</sup> & CENTER STREETS, L.L.C., a  
Nebraska limited liability company

By:   
Kyle E. Richards, Manager

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

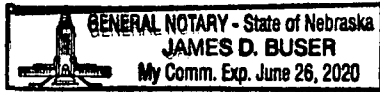
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2017, by Michael Chainiere, President of BANK OF NEBRASKA, a Nebraska corporation, on behalf of the corporation.



*Diana L. Porter*  
Notary Public

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2017, by Kyle E. Richards, Manager of 140<sup>TH</sup> & CENTER STREETS, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.



*James D. Buser*  
Notary Public