



MISC 2014031466



APR 30 2014 14:37 P 6

Fee amount: 40.00  
FB: 0u-44644  
COMP: PN

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
04/30/2014 14:37:44.00



2014031466

**EASEMENT AGREEMENT**

This Easement Agreement is executed as of April 29, 2014, by **RM6B Holdings, LLC**, a Delaware limited liability company ("Grantor") for the benefit of **RM6A Holdings, LLC**, a Delaware limited liability company ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor owns certain real property located in Douglas County, Nebraska, more particularly described on Exhibit A hereto ("Grantor's Property"); and

WHEREAS, Grantee owns certain real property located in Douglas County, Nebraska, more particularly described on Exhibit B attached hereto ("Grantee's Property") which is adjacent to Grantor's Property and Grantor desires to grant to Grantee an easement over and upon a certain portion of Grantor's Property more particularly described on Exhibit C attached hereto (the "Easement Property").

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The Recitals are incorporated herein as if fully set forth.
2. Grant of Access Easement. Grantor hereby grants to Grantee and its successors and assigns, for the benefit of Grantee, Grantee's successors and assigns, and Grantee's agents, employees, licensees, tenants, invitees, customers and suppliers, a perpetual, free of charge, exclusive easement, license, right and privilege in, to, on, over, under, along and across the Easement Property, for vehicular and/or pedestrian access to and from (and from and to) Grantee's Property and to improve and maintain the Easement Property for such purposes, at Grantee's option and at Grantee's sole cost and expense.
3. Interruption of Access. No walls, fences or barriers of any sort or nature shall be constructed or erected on or over the Easement Property by Grantor that would prevent or limit the reasonable movement of vehicular or pedestrian traffic.
4. Binding Effect. The easement is appurtenant to and for the benefit of Grantee's Property, shall run with and bind Grantor's Property and shall inure to the benefit of and be binding upon the respective owners, successors and assigns of said properties.
5. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties and supersedes any prior written or oral agreements between them respecting the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties relating to the subject matter of this Easement Agreement that are not fully expressed herein.

[No further text on this page; Signature page follows]

EXECUTED as of the date first above written.

**GRANTOR:**

**RM6B HOLDINGS, LLC**, a Delaware limited liability company

By: [Signature]  
Name: Kenneth M. Francisiek  
Title: Authorized Signatory

[NOTE: This Acknowledgement is suitable for recording in New York. Replace with appropriate acknowledgement for the state of recording.]

**ACKNOWLEDGMENT**

STATE OF New York )  
 ) SS.

COUNTY OF Diagara )

On the 29 day of April in the year 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Kenneth Francisiek, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s), or the entity, in its capacity(ies) above noted, upon behalf of which the person(s) acted, executed the instrument.

Signature: [Signature]  
Name: Michelle Hawkins

Official Seal

MICHELLE HAWKINS  
Notary Public, State Of New York  
Reg. 01HA6087820  
Qualified In Erie County  
(NEWYORK 2854924\_2) My Commission Expires February 24, 2015 Notary MICHELLE HAWKINS New York  
My Commission Expires February 24, 2015

**EXHIBIT A**

Grantor's Property

Lots 162 and 163, in WOODBRIDGE SUBDIVISION, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska;

Together with non-exclusive easement rights appurtenant thereto for ingress and egress as established by the Plat and Dedication of Woodbridge Subdivision recorded October 4, 1993, in Book 1961 at Page 565 of the Deed Records of Douglas County, Nebraska.

**EXHIBIT B**

Grantee's Property

Lot 164, in WOODBRIDGE SUBDIVISION, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska;

Together with non-exclusive easement rights appurtenant thereto for ingress and egress as established by the Plat and Dedication of Woodbridge Subdivision recorded October 4, 1993, in Book 1961 at Page 565 of the Deed Records of Douglas County, Nebraska.

**EXHIBIT C**

**Easement Property**

**SUBMITTER'S CERTIFICATE**

This is to certify that the above described land is the property of the submitter and that the submitter is the owner thereof and has the authority to execute this instrument.

Submitter's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Date: \_\_\_\_\_

**STATEMENT OF PROJECT DEVELOPMENTS**

A. Title of Project: \_\_\_\_\_  
 B. Project Description: \_\_\_\_\_

**TAXABLE VALUE**

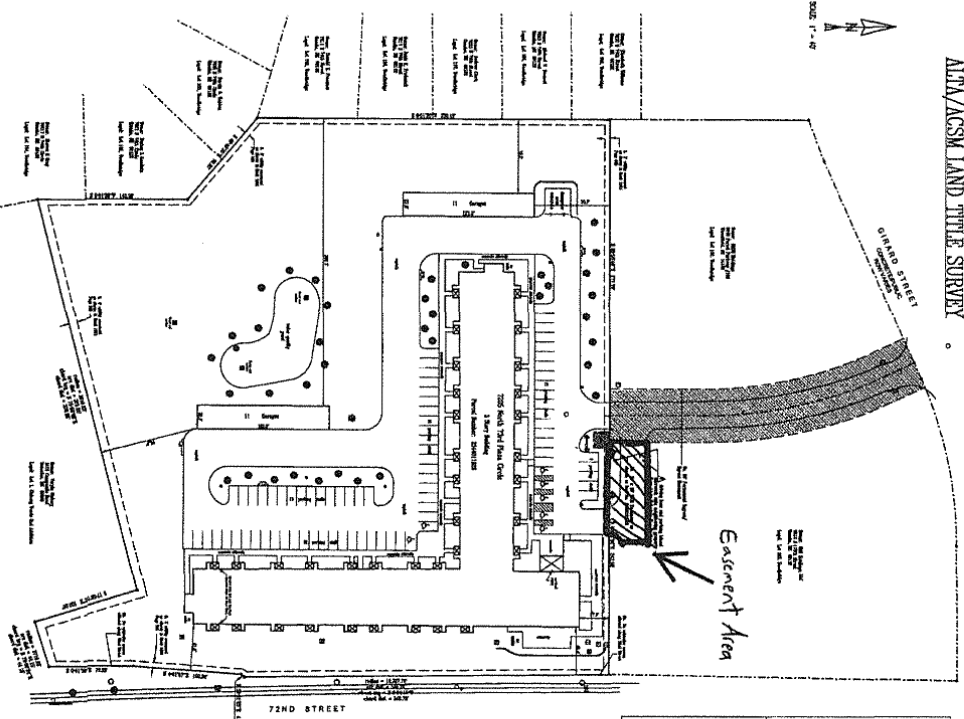
The assessed value of the property as of 1/1/99 was \$\_\_\_\_\_.

**GENERAL NOTES**

1. The property is shown as shown on the plat.
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**SPECIAL PROVISIONS - SPECIAL 3, SECTION 3**

1. The property is shown as shown on the plat.



**SUBMITTER'S LEGAL INTEREST**

1. I, the submitter, do hereby certify that the information furnished by me is true and correct in every particular.

2. I hereby certify that I am the owner of the property described in this instrument.

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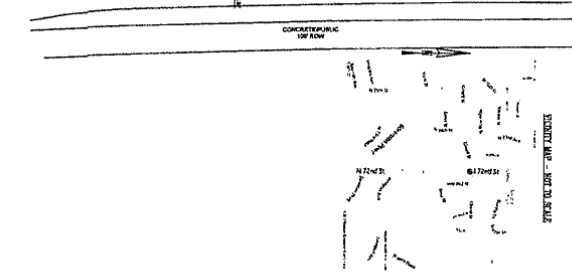
46. I hereby certify that I am the owner of the property described in this instrument.

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ALTA/ACSM SURVEY	SIOUX COUNTY, NEBRASKA	 <b>CARRELL &amp; ASSOCIATES, INC.</b> LAND SURVEYORS & CONSULTANTS 6425 SOUTH 119TH STREET OMAHA, NE 68131 PHONE: 402-491-8481 FAX: 402-491-8477 WWW.CARRELLSURVEYING.COM	Date: _____ Prepared by: _____ Checked by: _____ Title: _____
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