

COUNTER [Signature] C.E. [Signature]
 VERIFY [Signature] D.E. [Signature]
 PROOF _____
 FEES \$ 115.00
 CHECK# _____
 CHG _____ CASH 115.00
 REFUND 115.00 CREDIT _____
 SHORT _____ NCR _____

Stamped copy

FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER NEBRASKA DOCUMENTARY STAMP TAX

2015-13338

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06/09/2015 10:31:31 AM

[Signature]

By: counter3

REGISTER OF DEEDS



EASE

**DECLARATION OF EASEMENT
 (Shared Private Infrastructure)**

THIS DECLARATION OF EASEMENT (Shared Private Infrastructure) is made this 22nd day of May, 2015, by SGTS, LLC, a Nebraska limited liability company ("Declarant").

WHEREAS, Declarant is the owner of (i) Lot 2, Sarpy County Industrial Park Replat 3 ("La Vista Lot 2"), and (ii) Part of Lot 2, Sarpy County Industrial Park Replat 1 ("Papillion Lot 2"), each subject to all easements, reservations, covenants and restrictions of record (collectively, the "Lots"), and all as shown on Exhibit "A" attached hereto;

WHEREAS, for the purposes of protecting the value and desirability of the Lots and other reasons, Declarant desires through execution of this instrument to reserve certain rights and impose certain obligations respecting the Lots on the present and future owners of the fee simple title to the Lots.

NOW, THEREFORE, Declarant hereby declares that the Lots shall be held, sold and conveyed subject to the following easements, covenants and restrictions which shall run with the Lots and shall be binding on all parties having any right, title and interest in any of the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

1. Definitions. For purposes of this instrument, "La Vista Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to La Vista Lot 2, but excluding those having such interest merely as security for the performance of an obligation. For purposes of this instrument, "Papillion Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to Papillion Lot 2, but excluding those having such interest merely as security for the performance of an obligation (collectively, La Vista Owner and Papillion Owner are sometimes hereinafter referred to as "Owners").

2. Easement for Ingress and Egress; Parking. Declarant hereby grants and conveys to the Owners a perpetual, non-exclusive blanket easement for vehicular and pedestrian ingress and egress to and from each of the Lots over, upon and across all portions of the Lots which are not subsequently improved with buildings, all as designated as "Blanket

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Easement" as shown on Exhibit "B" attached hereto; provided, however, said easement does not allow for parking on any areas designed for a shared driveway (the "Shared Driveway") except for temporary parking by customers when loading or unloading personal property and during times that will not interfere with traffic on the Shared Driveway. Additionally, Declarant hereby grants and conveys to the Owners a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from each of the Lots over, upon and across that portion of each Lot designated by the respective Owner as "parking spaces" on the respective Lot, all as shown on a final plan approved by the Declarant and any necessary governmental entity prior to development of each Lot.

3. Sewer Line and Utilities Easement. Declarant hereby grants and conveys to the Owners a perpetual, non-exclusive easement in, to, over, under, along and across that portion of the Lots necessary for access to and from, installation, operation, flow, passage, use, maintenance, connection and repair of all utilities and sewer lines beneficial to the Lots. Additionally, Declarant hereby grants and conveys to the Owners a perpetual, non-exclusive easement in, to, over, under, along and across that portion of the Lots necessary for storm water drainage flowing from one Lot to another Lot, and including, but not limited to, utilizing any detention pond which may be located on one of the Lots. The easement rights described in this Section 3 shall sometimes hereinafter be collectively referred to as the "Utilities".

4. Initial Construction. Declarant shall obtain any necessary permits for construction of the Shared Driveway, Utilities and any other necessary private infrastructure placed on the Lots to support their respective development (collectively, the "Improvements") and shall install the Improvements in a manner that complies with all governmental and regulatory requirements. The Improvements shall be installed in accordance with the terms of the Subdivision Agreement (Sarpy County Industrial Park Replat 3) entered into by Declarant with the City of La Vista, Nebraska as of April 21, 2015 (the "Subdivision Agreement"). In the event that the City of Papillion requires any separate documentation with regard to the Improvements, then the Improvements shall also be installed in accordance with the terms of such separate City of Papillion documentation.

5. Maintenance. The Owners shall maintain the Improvements in good condition, whereby each Owner shall pay a pro rata share of said maintenance in accordance with each Owner's pro rata ownership of the area of the Lots, which shall be as follows:

<u>Lots</u>	<u>Area (in square feet)</u>	<u>Pro Rata Share</u>
La Vista Lot 2	315,963	62.5%
Papillion Lot 2	189,338	37.5%
Total	505,301	100%

The maintenance of the Improvements shall be such as is reasonably necessary to keep the same in a neat, clean and sanitary condition. Said maintenance on the Shared Driveway shall include, but shall not be limited to, the following: removal of any and all accumulations of ice and snow, which shall include any necessary sanding and salting; removal of any and all accumulations of dirt and debris; repair of the surface condition which shall include pavement, sealing, pothole repair, resurfacing and complete replacement (as necessary); any necessary painting and striping to indicate traffic line patterns. Said maintenance on the Utilities shall include, but shall not be limited to, the following: removal and replacement of any drain tiles, culverts, water lines, sewer lines, electrical lines, conduit and any other materials or services as

B

may be necessary to retain the Utilities in good working order; removal of any accumulations of dirt and debris from the detention pond; and repair and maintenance of any surface condition (i.e., grading, landscaping) necessary to maintain the Utilities as contemplated after the initial construction and after any subsequent maintenance, repairs or add-ons.

6. Subsequent Construction. Any Owner electing to connect to the Utilities to provide service to their respective Lot (each a "Separate Utility Line") shall obtain all permits and approvals and shall pay all costs and expenses with respect to the initial construction and all subsequent maintenance, relocation or abandonment of the Separate Utility Line. The Separate Utility Line shall be maintained by the Owner which installed it in a safe, clean and good state of repair and condition. An Owner which installs a Separate Utility Line shall perform all such work in compliance with governmental requirements and in a manner that does not disturb or restrict any other Owners' use of the Improvements. Except in the case of a maintenance emergency, an Owner shall provide at least fifteen (15) days' prior written notice to the other Owners before commencement of any work on a Separate Utility Line. When performing any initial construction or subsequent maintenance on a Separate Utility Line, said Owner agrees to defend, protect, indemnify and hold harmless the Declarant and other Owners from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, arising out of or resulting from the exercise of the right to install, maintain and operate the Separate Utility Line. An Owner which installs a Separate Utility Line shall provide the other Owners with a copy of an as-built survey showing the location of said Separate Utility Line.

7. Hookup Fees; Other Fees. Any Lot which connects to the Improvements shall pay an initial fee (the "Fee") in an amount determined by Declarant. Any Lot which connects to the Utilities shall also pay any other hook-up fees or permit fees (if any) required from governmental entities.

8. Compliance with Other Agreements. Any Owner which connects his/her/its Lot to the Improvements must comply with all of the terms and conditions set forth in the Subdivision Agreement. In the event that an Owner violates the terms of the Subdivision Agreement, said Owner shall be responsible for paying any fees or charges which might be assessed against Declarant or any other Owners due to such Owner's actions.

9. Maintenance Manager. The Owners shall elect, by majority vote, a maintenance manager (the "Maintenance Manager") to ensure that the Improvements are maintained in accordance with Section 5. Each Owner shall have one (1) vote, and the Maintenance Manager can either be one of the Owners or some other third-party. Notwithstanding the foregoing provisions of this Section 9, the Declarant shall be the Maintenance Manager for as long as the Declarant is an Owner of a Lot.

At the end of each month, the Maintenance Manager shall submit to the Owners a detailed statement showing an itemization of the total actual cost of maintenance performed on the Improvements and each Owner's pro rata share of said costs as determined in accordance with Section 5. Each Owner shall pay their respective share of said costs within fifteen (15) days after receipt of such invoice from the Maintenance Manager. In the event that an Owner does not pay its invoice within said 15-day period, the Maintenance Manager shall have the authority to (i) charge interest on the overdue amount at the rate of 18% per annum and (ii) file a lien against the Owner's Lot until the invoice and all amounts accruing are paid in full.

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The Maintenance Manager shall perform maintenance on the Improvements in a reasonable and diligent manner and shall use every effort to perform such maintenance at the lowest reasonable cost. In the event that the Maintenance Manager fails to perform its duties as set forth in this Section 9, any of the Owners may, seven (7) days after providing written notice to the Maintenance Manager of its failure to provide said maintenance, perform or have performed the necessary maintenance actions contemplated by Section 5; provided, however, seven (7) days' written notice shall not be necessary in the event of maintenance which must occur in a more timely manner (i.e., snow and ice removal). In the event that any Owner performs maintenance in accordance with the provisions set forth in this paragraph, said Owner shall be entitled to seek reimbursement from the other Owners in the same manner as set forth in this Section 9.

10. Insurance. Each Owner shall carry its own comprehensive or commercial general liability insurance on its respective Lot and said insurance shall extend to the Improvements.

11. Covenants Running With the Land. The right to use the Improvements shall be non-exclusive and shall run with the land and shall be for the benefit of the Owners, their successors or assigns, tenants, sub-tenants, employees, customers and business invitees. The responsibility to maintain the Improvements shall run with the land and shall be for the benefit of the Owners, their successors or assigns, tenants, sub-tenants, employees, customers and business invitees. Any amendment to this Declaration of Easement (Shared Private Infrastructure) shall require the written approval of the City of Papillion and the City of La Vista, in addition to the Declarant and any Owner.

12. Attorneys' Fees and Costs. If any Owner engages an attorney to enforce the provisions of this Declaration of Easement (Shared Private Infrastructure) against the other Owners, then the prevailing party shall be entitled to recover from the non-prevailing party all attorneys' fees and costs incurred.

DATED this 22 day of May _____, 2015.

SGTS, LLC, a Nebraska limited liability company

By: [Signature]
Its: MANAGER

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 22nd day of May, 2015, by Ram Hingorani, manager of SGTS, LLC, a Nebraska limited liability company, for and on behalf of said company.

Michelle Halstead
Notary Public

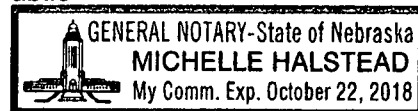
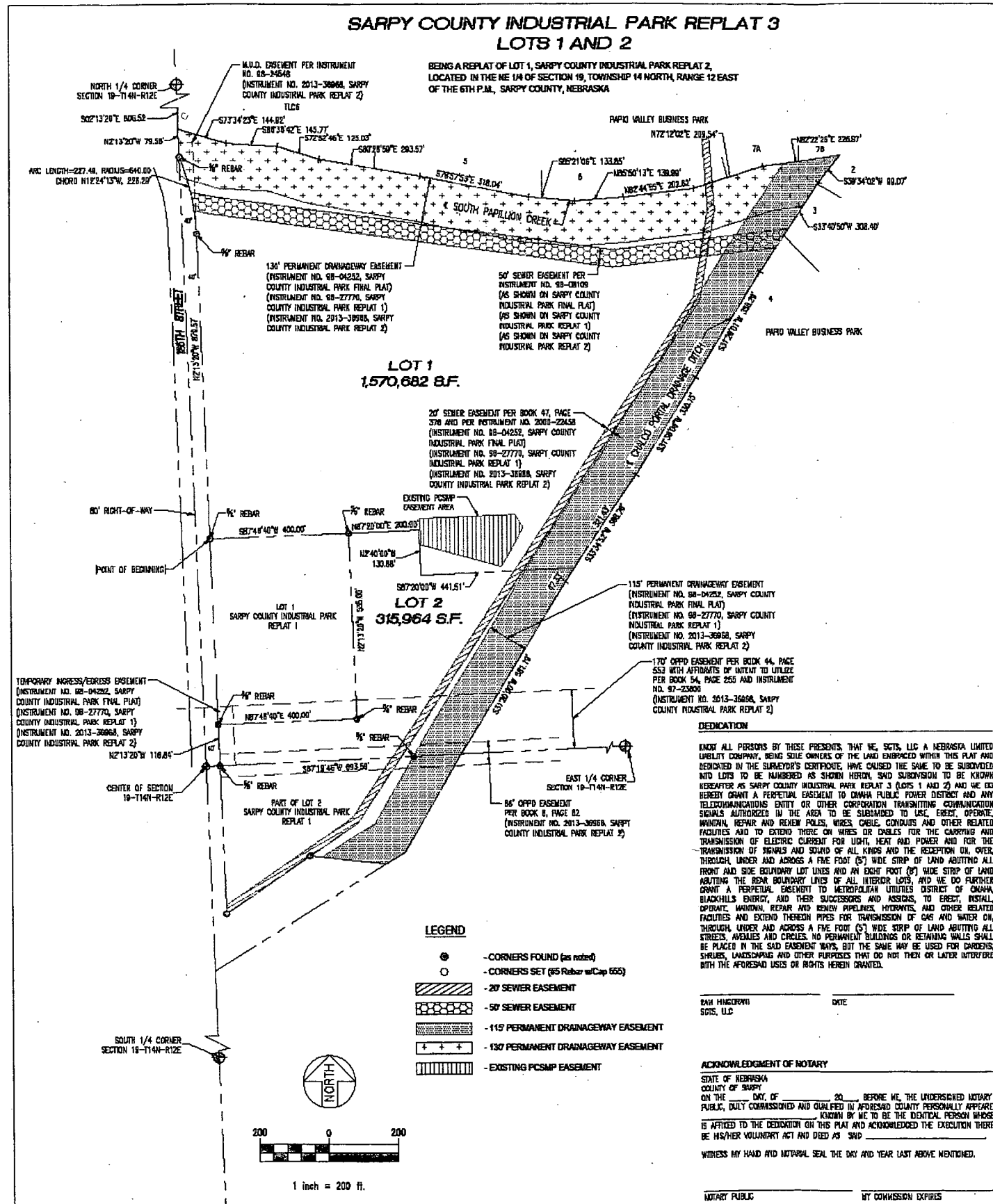


EXHIBIT "A"

LOTS



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS WILL BE SET (OR HAVE BEEN SET) AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS SARY COUNTY INDUSTRIAL PARK REPLAT 3, BEING A REPLATING OF LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 2, DESCRIBED AS FOLLOWS:

LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 2, A SUBDIVISION LOCATED IN THE NE 1/4 OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, SAID SARY COUNTY INDUSTRIAL PARK REPLAT 1, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 128TH STREET; THENCE N02°13'20"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 2, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 128TH STREET, A DISTANCE OF 679.57 FEET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF 128TH STREET, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 2, ON A CURVE TO THE LEFT WITH A RADIUS OF 640.00 FEET, A DISTANCE OF 227.48 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N122°41'3"W, A DISTANCE OF 229.29 FEET TO A POINT ON THE WEST LINE OF SAID NE 1/4 OF SECTION 19; THENCE N02°13'20"W ALONG SAID WEST LINE OF LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 2, SAID LINE ALSO BEING SAID WEST LINE OF SECTION 19, A DISTANCE OF 78.58 FEET TO A POINT ON THE CENTERLINE OF THE SOUTH PAPILLON CREEK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 2; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID CENTERLINE OF THE SOUTH PAPILLON CREEK, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 2 ON THE FOLLOWING DESCRIBED COURSES: THENCE S73°34'25"E, A DISTANCE OF 144.82 FEET; THENCE S86°36'42"E, A DISTANCE OF 145.77 FEET; THENCE S72°52'48"E, A DISTANCE OF 125.03 FEET; THENCE S80°26'59"E, A DISTANCE OF 283.57 FEET; THENCE S79°57'53"E, A DISTANCE OF 318.04 FEET; THENCE S89°21'00"E, A DISTANCE OF 133.85 FEET; THENCE N85°01'17"E, A DISTANCE OF 138.89 FEET; THENCE N02°44'25"E, A DISTANCE OF 202.82 FEET; THENCE N02°12'03"E, A DISTANCE OF 209.54 FEET; THENCE N02°22'25"E, A DISTANCE OF 228.07 FEET TO THE INTERSECTION OF SAID CENTERLINE OF THE SOUTH PAPILLON CREEK AND THE CENTERLINE OF THE CHALDO-PORTAL DRAINAGE DITCH; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF THE CHALDO-PORTAL DRAINAGE DITCH SAID LINE ALSO BEING THE EASTERN LINE OF SAID LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 2, ON THE FOLLOWING DESCRIBED COURSES: THENCE S39°34'01"W, A DISTANCE OF 89.02 FEET; THENCE S33°40'30"W, A DISTANCE OF 308.40 FEET; THENCE S91°26'01"W, A DISTANCE OF 358.29 FEET; THENCE S31°36'08"W, A DISTANCE OF 338.15 FEET; THENCE S33°34'52"W, A DISTANCE OF 368.76 FEET; THENCE S11°20'07"W, A DISTANCE OF 581.10 FEET TO THE INTERSECTION OF SAID CENTERLINE OF THE CHALDO-PORTAL DRAINAGE DITCH AND THE SOUTH LINE OF SAID NE 1/4 OF SECTION 19; THENCE S07°19'40"W, ALONG SAID SOUTH LINE OF THE NE 1/4 OF SECTION 19, A DISTANCE OF 683.50 FEET TO A POINT ON SAID WEST LINE OF LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 2, SAID POINT ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF 128TH STREET; THENCE N02°13'20"W ALONG SAID EAST RIGHT-OF-WAY LINE OF 128TH STREET, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 2, A DISTANCE OF 118.84 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID SARY COUNTY INDUSTRIAL PARK REPLAT 1; THENCE N97°48'40"E ALONG THE SOUTH LINE OF SAID LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 400.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 1; THENCE N02°13'20"W ALONG THE EAST LINE OF SAID LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 535.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 1; THENCE S87°48'40"W ALONG THE NORTH LINE OF SAID LOT 1, SARY COUNTY INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF LAND 1,688,646 SQ. FT. OR 43.311 ACRES MORE OR LESS.

TIMOTHY J. CONWAY R.L.S. # 655 _____ DATE _____

REVIEW BY SARY COUNTY PUBLIC WORKS
REVIEW BY SARY COUNTY SURVEYOR _____

THIS PLAT OF SARY COUNTY INDUSTRIAL PARK REPLAT 3 WAS REMOVED BY THE OFFICE OF SARY COUNTY SURVEYOR ON THIS _____ DAY OF _____, 20____.

SARY COUNTY SURVEYOR _____ (SIGNATURE)
(SEAL)

COUNTY TREASURER'S CERTIFICATION
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND ENFORCEMENT IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER _____ DATE _____

ACCEPTANCE BY LA VISTA CITY COUNCIL
THIS PLAT OF SARY COUNTY INDUSTRIAL PARK REPLAT 3 (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS _____ DAY _____, 20____, IN ACCORDANCE WITH STATE STATUTES OF NEBRASKA.

ATTEST: _____
CITY CLERK _____ WATER _____

APPROVAL OF LA VISTA CITY PLANNING COMMISSION
THIS PLAT OF SARY COUNTY INDUSTRIAL PARK REPLAT 3 (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY _____, 20____.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION _____

APPROVAL OF SARY COUNTY REGISTRAR OF DEEDS
RECORDED ON THIS _____ DAY _____, 20____.

SARY COUNTY REGISTRAR OF DEEDS _____ DATE _____

ACKNOWLEDGMENT OF NOTARY
STATE OF NEBRASKA
COUNTY OF SARY
ON THE _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN NEBRASKA COUNTY PERSONALLY APPEARED _____ KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID _____
WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED.

NOTARY PUBLIC _____ BY COMMISSION EXPIRES _____

DESIGNED	DATE
DRAWN	DATE
CHECKED	DATE
DATE	DATE

OFF OF LA VISTA, NEBRASKA, WOOD P-24-13
BY _____

**SARY COUNTY INDUSTRIAL PARK REPLAT 3
LOTS 1 AND 2
SARY COUNTY, NEBRASKA**

FINAL PLAT

JOB NO. 06416.005

SHEET 1 of 1

