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PERMANENT STORM SEWER AND SANITARY SEWER EASEMENT AGREEMENT

This PERMANENT STORM SEWER AND SANITARY SEWER EASEMENT AGREEMENT (this "Agreement") is made and entered into this 20th day of July, 2009, by and between SPORTSCENTER PROPERTY, LLC, a Nebraska limited liability company ("Sportscenter") and BASEBALL LAND, LLC, a Nebraska limited liability company ("Baseball").

Preliminary Statement

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

Lot 1, Omaha Works Industrial Park, Replat 5 being a replat of Lot 9, Omaha Works Industrial Park, a subdivision to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

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

Lot 2, Omaha Works Industrial Park, Replat 5 being a replat of Lot 9, Omaha Works Industrial Park, a subdivision to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

The Sportscenter Property and the Baseball Property have three (3) common boundaries, and, in particular, share a common boundary, extending along the east boundary of the Baseball Property. Sportscenter intends to subdivide and either develop or sell the remaining portion of the Sportscenter Property, which will result in construction of buildings and paved parking and drive areas on the Sportscenter Property. Baseball has improved the Southwest corner of the Baseball Property with a building and the remainder of the Baseball Property primarily with paved parking and drive areas.

Return to:

Matthew T. Payne
 Pansing Hogan Ernst & Bachman LLP
 10250 Regency Circle, Suite 300
 Omaha, NE 68114

Box 29 C

837019

In connection with improvements constructed or to be constructed on the Sportscenter Property and the Baseball Property and further development thereof, Baseball has installed storm sewer and sanitary sewer lines on the Sportscenter Property to provide sewer services to the Baseball Property and the Sportscenter Property and drainage services to the Baseball Property. Sportscenter believes it is in its best interest to create a permanent nonexclusive easement to allow Baseball and any future owners or occupants of any portion of the Sportscenter or Baseball Property access and use of the Easement Area defined below.

In consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and contained herein, Sportscenter and Baseball do hereby agree as follows:

ARTICLE I

Definitions

1.1 Easement Area. The term "Easement Area" shall mean the area on the Sportscenter Property legally described and depicted on Exhibit "A" attached hereto.

1.2 Owner. The term "Owner" shall mean the then legal owner of fee title to either the Sportscenter Property or the Baseball Property, as applicable, or any portion thereof, as such ownership is reflected by the records of the Douglas County, Nebraska, Register of Deeds and as provided in this Section 1.2.

1.3 Permittee. The term "Permittee" shall mean all Owners, the tenants or licensees of the Sportscenter Property and Baseball Property, and each of their respective officers, directors, employees, agents, contractors, residents, subtenants, customers, vendors, suppliers, visitors, and invitees.

1.4 Person. The term "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or government entity.

1.5 Utilities. The term "Utilities" shall mean the storm sewers, drainage structures, drainage ways, sanitary sewers and appurtenances thereto as constructed by Baseball and situated in the Easement Area.

ARTICLE II

Easement

2.1 Sportscenter hereby grants and conveys to Baseball and its successors and assigns: (i) a nonexclusive permanent easement over, under, through and upon the Easement Area for the purpose of installing, maintaining, using, operating, repairing, replacing and removing the storm sewers, drainage structures and/or drainage ways, and appurtenances thereto; and (ii) a nonexclusive permanent easement over, under, through and upon the Easement Area for the purpose of installing, maintaining, using, operating, repairing, replacing and removing the

sanitary sewer lines and appurtenances thereto. No buildings, improvements, or other structures, nor any grading, fill or fill material or embankment work, shall be placed in, on, over, or across the Easement Area by Sportscenter, or its successors and assigns, except parking area surfacing and/or pavement.

ARTICLE III

Construction, Maintenance and Repair and Insurance

3.1 Construction. Baseball has constructed the Utilities and has submitted a copy of the storm sewer construction costs and expenses to Sportscenter (the "Storm Sewer Construction Costs"). Baseball and Sportscenter have agreed to share the Storm Sewer Construction Costs. Concurrently with the execution and delivery of this Agreement, Sportscenter has contributed the necessary real property comprising the Easement Area upon which to construct the Utilities and the necessary real property upon which to construct the Detention Basin and has paid to Baseball the sum of Thirty Thousand and 00/100 Dollars (\$30,000) that represents payment of Sportscenter's agreed share of the Storm Sewer Construction Costs and Sportscenter's agreed share of the "Detention Basin Construction Costs" and "Common Drive Construction Costs" as hereinafter defined (the "Construction Cost Payment"). For this purpose, "Detention Basin Construction Costs" means construction costs and expenses incurred by Baseball in the construction of the detention basin facilities as required by the Post Construction Stormwater Management Plan Maintenance Agreement and Easement dated January 5, 2009, and filed with the Douglas County Register of Deeds on February 19, 2009 as Instrument Number 2009014490. For this purpose, "Common Drive Construction Costs" means construction costs and expenses incurred by Baseball in the construction of the Common Driveway as defined and required by the Ingress and Egress and Access Easement Agreement of even date herewith. For purposes of allocation, Eighteen Thousand and 00/100 Dollars (\$18,000) of the Construction Cost Payment is apportioned to payment of the Storm Sewer Construction Costs.

3.2 Maintenance.

(i) The Owner of the Baseball Property shall maintain in good repair and shall repair and replace the Utilities as necessary or appropriate at its sole expense until the earliest of any present or future Owner of the Sportscenter Property, or any portion thereof, or any future Permittee begins to: (A) use the Utilities; (B) tap into or connect with the Utilities; or (C) develop the Sportscenter Property, or any portion thereof (e.g., apply for building permits, etc.) (referred to herein as the "Joint Use Date"). From and after the Joint Use Date, the Owner of the Sportscenter Property shall maintain, repair and replace the Utilities as may be reasonably required to keep the same in good condition and repair. From and after the Joint Use Date, the Owners of the Sportscenter Property and the Baseball Property shall each pay fifty percent (50%) of the cost and expense for the maintenance, repair, and replacement of the Utilities that are being jointly used by the Owners of the Sportscenter Property and Baseball Property. In the event that either the Baseball Property or the Sportscenter Property is subdivided and conveyed to other Owners in multiple parcels, the share of such costs to be paid by each such parcel Owner shall be the 50% share allocated to the Baseball Property or the Sportscenter Property, as applicable, multiplied by a fraction, the numerator of which shall be the square footage of the

portion of the property owned by such Owner and the denominator of which shall be the square footage of the Baseball Property or the Sportscenter Property, as applicable.

(ii) The maintenance responsibilities shall include, without limitation, the following:

(a) Repair, maintenance, replacement and removal of the Utilities in the Easement Area; and

(b) Keep the Utilities in the Easement Area in good and useable condition.

(iii) In the event that the Owner of the Sportscenter Property fails or refuses to maintain the Easement Area as required in this Section 3.2, any Owner of any portion of the Baseball Property may maintain the same, and the reasonable cost thereof shall be allocated among the Owners of the Sportscenter Property and the Baseball Property in the manner set forth in Section 3.3 of this Agreement.

3.3 Assessments.

(i) From and after the Joint Use Date, the Owner of the Sportscenter Property shall fix, levy and charge the Owner of the Baseball Property an assessment (herein the "Assessment") which shall represent such property Owner's representative share of the expenses for maintenance of the Utilities under this Article III, including expenses for the fixing, levying, collecting and enforcement of all Assessments. The Owner of the Sportscenter Property shall be responsible for providing the Owners a report that details the calculation of the Assessment, and will make available to the Owner of the Baseball Property such information as will permit such Owner to reasonably determine the accuracy of the costs and expenses reported in the Assessment. In all events and from and after the Joint Use Date, the Owner of Sportscenter Property shall provide each Owner of the Baseball Property with copies of any contracts, proposals, estimates for any repair or replacement work in excess of Five Thousand and 00/100 Dollars (\$5,000.00) prior to the incurrence of any such expense (the "Original Proposal") unless an emergency situation arises making it necessary for the Owners of the Sportscenter Property to immediately incur such reasonable expense to satisfy and to make such emergency repairs. In the event Owner(s) of at least eighty percent (80%) of the square footage of the Baseball Property do not object to the estimated costs reflected in any Original Proposal in writing within ten (10) business days from its receipt of the Original Proposal, then said Original Proposal shall be deemed approved by the Owner(s) of the Baseball Property. In the event of a valid, written objection by the Owner(s) of at least eighty percent (80%) of the square footage of the Baseball Property, the Owner(s) of the Baseball Property may provide other written estimates for such repair or replacement, as applicable, to the Owner of the Sportscenter Property (the "Counter Proposal") within fifteen (15) business days from its receipt of the Original Proposal from the Owner of the Sportscenter Property, with failure to provide a Counter Proposal constituting acceptance of the Original Proposal. Thereafter, if the Owner(s) of the Baseball Property provide valid, written Counter Proposals, the Owner(s) of the Sportscenter Property and the Owner(s) of the Sportscenter Property shall negotiate which contractor and estimate to accept and hire for the repair or replacement, as applicable.

(ii) All Assessments, together with interest thereon, costs and reasonable attorney fees shall be the personal obligation of the Owner of each respective property at the time when the Assessment first becomes due and payable. The Assessments, together with interest thereon, costs and reasonable attorney fees, shall also be a charge and continuing lien against the property for which the Assessments are charged.

(iii) All Assessments shall be determined and assessed against the Sportscenter Property and Baseball Property as provided in this Article III hereof, which proportion shall be multiplied times the total maintenance expenses of the Utilities to be allocated among the Owners of such properties.

(iv) Any installment of Assessments which is not paid within thirty (30) days following delivery of notice of Assessment shall be delinquent. Delinquent Assessments shall bear interest from the date when due at the rate of sixteen percent (16%) per annum. The Owner of the Sportscenter Property may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the property, or pursue any other legal or equitable remedy. The Owner of the Sportscenter Property shall be entitled to recover as a part of the action and shall be indemnified against the interest, cost and reasonable attorney fees incurred by the Owner of the Baseball Property with respect to such action. The mortgagee of any property shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Owner of the Sportscenter Property shall assign to any mortgagee who cures such a delinquency, all of its rights with respect to such lien and the right of foreclosure and such mortgagee may thereupon be subrogated to any rights of the Owner of the Sportscenter Property. Any Owner of the Baseball Property providing maintenance of the Easement Area as permitted in Section 3.2(iii) shall be entitled to exercise the same remedies as are allowed herein to the Owner of the Baseball Property to recover unpaid Assessments.

ARTICLE IV

Miscellaneous

4.1 Enforcement. In the event of a breach or threatened breach of this Agreement, only an Owner 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.

4.2 Perpetual Duration. 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 written instrument signed by the Owners of not less than eighty percent (80%) of the square footage of the Baseball Property and the Owners of not less than eighty percent (80%) of the square footage of the Sportscenter Property. Any such modification, termination or amendment shall be effective when such written instrument is recorded with the Douglas County, Nebraska, Register of Deeds.

4.3 Survival. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

4.4 Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute this Agreement on behalf of Baseball or Sportscenter, as the case may be, and that no other act, signature, or authorization is necessary to bind such entity to the provisions of this Agreement.

4.5 Square Footage. For purposes of this Agreement, the parties agree and acknowledge that the Baseball Property consists of 174,244 total square feet and the Sportscenter Property consists of 694,216 total square feet.

**[Space Below Intentionally Left Blank –
Signature Pages to Follow]**

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

SPORTSCENTER PROPERTIES, LLC, a Nebraska limited liability company

By: Russell J. Kreikemeier
Russell J. Kreikemeier, Its Managing Member

BASEBALL LAND, LLC, a Nebraska limited liability company

By: Bradley J. Perreault
Bradley J. Perreault, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

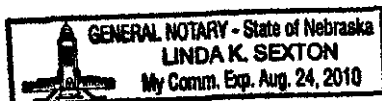
The foregoing instrument was acknowledged before me this 17th day of July, 2009, by Bradley J. Perreault, Manager of BASEBALL LAND, LLC, a Nebraska limited liability company, on behalf of the company.



Susan R. Koesters
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20th day of July, 2009, by Russell J. Kreikemeier, one of the Managing Members of SPORTSCENTER PROPERTIES, LLC, a Nebraska limited liability company, on behalf of the company.



Linda K. Sexton
Notary Public

CONSENT OF BENEFICIARY

The undersigned, United Republic Bank, a state chartered financial institution, as beneficiary under a recorded Deed of Trust, hereby consents to the foregoing grant of easement rights.

Dated this 17th day of July, 2009.

UNITED REPUBLIC BANK, a
state chartered financial institution

By: 
Michael Pate, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17 day of July, 2009, by Michael Pate, the President of UNITED REPUBLIC BANK, a state chartered financial institution, on behalf of the institution.


Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION
 PERMANENT STORM SEWER AND SANITARY SEWER EASEMENT
 LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT 5

LEGAL DESCRIPTION
 A PERMANENT STORM SEWER AND SANITARY SEWER EASEMENT LOCATED IN LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT 5, A SUBDIVISION LOCATED IN THE NE 1/4 OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, SAID OMAHA WORKS INDUSTRIAL PARK REPLAT 5, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT 5; THENCE $N00^{\circ}00'00''E$ (ASSUMED BEARING), A DISTANCE OF 23.63 FEET; THENCE $N89^{\circ}03'17''E$, A DISTANCE OF 234.37 FEET; THENCE $N31^{\circ}27'23''E$, A DISTANCE OF 27.62 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT 5; THENCE $S63^{\circ}36'29''E$ ALONG SAID EASTERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT 5, A DISTANCE OF 10.04 FEET; THENCE $S31^{\circ}27'23''W$, A DISTANCE OF 44.10 FEET; THENCE $S89^{\circ}03'17''W$, A DISTANCE OF 51.49 FEET; THENCE $S31^{\circ}02'30''E$, A DISTANCE OF 237.58 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT 5, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF 120TH STREET; THENCE $S00^{\circ}00'00''W$ ALONG SAID EASTERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT 5, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF 120TH STREET, A DISTANCE OF 18.39 FEET; THENCE $N31^{\circ}02'30''W$, A DISTANCE OF 269.96 FEET; THENCE $S89^{\circ}03'17''W$, A DISTANCE OF 185.80 FEET; THENCE $S00^{\circ}00'00''W$, A DISTANCE OF 427.26 FEET; THENCE $N89^{\circ}59'42''W$, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT 5, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT 5; THENCE $N00^{\circ}00'00''E$ ALONG SAID EAST LINE OF LOT 2, OMAHA WORKS INDUSTRIAL PARK REPLAT 5, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 1, OMAHA WORKS INDUSTRIAL PARK REPLAT 5, A DISTANCE OF 423.16 FEET TO THE POINT OF BEGINNING.

SAID STORM SEWER AND SANITARY SEWER EASEMENT CONTAINS AN AREA OF 22,476 SQUARE FEET OR 0.518 ACRES, MORE OR LESS.