



MISC Inst. # 2017082058, Pg: 1 of 5 Rec Date: 10/12/2017 07:03:11.467

Fee Received: \$34.00 Electronically Recorded By: YT

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

GRANT OF ACCESS EASEMENT

LOTS 1 THROUGH 5, INCLUSIVE,

AND OUTLOTS 2 THROUGH 4, INCLUSIVE,

AT

MIDTOWN CROSSING AT TURNER PARK

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Kathryn Kovitz Arnold, Esq.
TAFT STETTINIUS & HOLLISTER LLP
111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601

Inst. # 2017082058, Pages: 2 of 5

GRANT OF ACCESS EASEMENT

THIS GRANT OF ACCESS EASEMENT ("Grant") is made this 24th day of August, 2017, by East Campus Realty, LLC, a Nebraska limited liability company ("Declarant").

RECITALS:

WHEREAS, Declarant is the owner and legal titleholder of those certain parcels of real estate in Omaha, Douglas County, Nebraska legally described as Lots 1 through 5, inclusive, and Outlots 2 through 4, inclusive, at Midtown Crossing at Turner Park (a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska), except for certain residential condominium units which have been sold to third parties ("Property"); and

WHEREAS, Declarant, wishes to clarify its use of Dodge St. Court and Farnham St. Court as both are depicted on Exhibit A attached hereto (the "Courts"); and

WHEREAS, Declarant intends that the Courts be used for access for the Property; and

WHEREAS, Declarant, as the owner of the Courts, hereby encumbers the Courts with this Grant containing this grant of access easement.

GRANTS:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose stated herein, Declarant declares as follows:

1. The recitals set forth hereinabove are fully incorporated herein by reference.
2. The Property shall be granted the non-exclusive right to use the Courts for ingress and egress of pedestrians and vehicles in connection with the Property. Declarant reserves the right to reasonably relocate the Courts if necessary.
3. All covenants, conditions, and restrictions contained in this Grant shall run with the land and shall be binding upon all parties and persons owning any portion of the Courts.
4. Breach of any of the covenants or violation of any other provision of this Grant shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any portion of the Courts, but all provisions of this Grant shall be binding and effective against any owner of any portion of the Courts whose title thereto is acquired by foreclosure, trustee sale or otherwise under such mortgage or trust deed, and shall remain effective as to each portion of the Courts so acquired.
5. Enforcement of the provisions of this Grant shall be by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant, restriction or other provision hereof, either to restrain or prevent such violation or attempted violation or to recover damages, or both, to promptly enforce any covenant, restriction or other

Inst. # 2017082058, Pages: 3 of 5

provision of this Grant shall in no event be a bar to enforcement thereafter and shall not waive any rights of any party to so enforce any covenant, restriction or other provision of this Grant. For any violation of this Grant, damages may be inadequate to remedy the unique injuries incurred as a result thereof and therefor any party shall be entitled to specific performance of any and all provisions of this Grant.

6. In the event of any litigation arising out of this Grant, the prevailing party shall be entitled to payment of court costs and reasonable attorneys' fees.

7. Invalidation of any covenant, restriction or other provision of the Grant by judgment or court order shall in no way affect any of the other provisions of the Grant and such other provisions shall remain in full force and effect.

8. If the rule against perpetuities or any other rule of law limits the time during which any provision of this Grant shall be effective, then each such provision shall continue to be effective until twenty-one (21) years after the death of the last survivor of all of the President and Vice President of the United States of America, serving at the date at execution of this Grant, and all of their children and grandchildren living on the date of execution of this Grant.

Inst. # 2017082058, Pages: 4 of 5

IN WITNESS WHEREOF, Declarant has executed this Grant as of the date and year first above written.

Declarant:

East Campus Realty, LLC, a Nebraska limited liability company

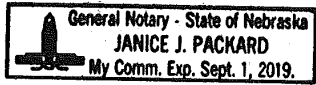
By:

[Handwritten Signature]
Kenneth R. Cook
President

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

I, JANICE J. PACKARD, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth R. Cook, President of EAST CAMPUS REALTY, LLC, a Nebraska limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the company, for the uses and purpose therein set forth.

GIVEN, under my hand and Notarial Seal this of 24 day of August, 2017.



[Handwritten Signature]
Notary Public

20501649.1

Inst. # 2017082058, Pages: 5 of 5

Exhibit A

