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After recording, return to:

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RECIPROCAL PERMANENT EASEMENT AGREEMENT

THIS RECIPROCAL PERMANENT EASEMENT AGREEMENT is made as of this 26th day of January, 2018, (hereinafter referred to as the "Effective Date") by 202 Pacific Group, LLC, a Nebraska limited liability company ("Grantor").

RECITALS:

WHEREAS, Grantor is the lawful owner of Lots 1 and 2, Pacific Street West Replat Fourteen, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, by virtue of the recording of this Reciprocal Permanent Easement Agreement (the "Agreement"), the above legally described real property (hereinafter referred to individually as a "Lot" and collectively as the "Lots") shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Agreement and every grantee of any interest in any said Lot, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of any said Lot, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Agreement and shall be deemed to have consented to the terms hereof;

WHEREAS, Grantor desires to grant for the benefit of all future owners, occupants and mortgagees of the Lots or any part thereof and their respective officers, directors, members, partners, employees, tenants, agents, contractors, customers, invitees, licensees, vendors, subtenants or concessionaires, and fire, rescue and other emergency vehicles (collectively, "Permittees"), a right-of-way easement, over and upon each of the Lots or any portion thereof not occupied by improvements for the purpose of providing pedestrian and vehicular ingress and egress to the Lots from the adjacent public street, and intends that all future owners, occupants and mortgagees and any other persons hereafter acquiring any interest in any of the Lots shall hold said interest subject to certain rights, easements and privileges in, over and upon the Lots or any portion thereof for the purpose of providing pedestrian and vehicular ingress and egress, to and from the foregoing described Lots; and

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WHEREAS, Grantor further desires to grant for the benefit of all Permittees, an easement over and upon each of the Lots or any portion thereof where walkways and parking areas are now or hereafter may be located for the purpose of providing pedestrian and vehicular access, ingress and egress over and across all such walkways and parking areas and for the parking of vehicles in the parking areas now or hereafter constructed on the Lots, and intends that all future owners, occupants and mortgagees and any other persons hereafter acquiring any interest in any of the Lots shall hold said interest subject to certain rights, easements and privileges in, over and upon the Lots or any portion thereof for the purpose of providing pedestrian and vehicular access, ingress and egress, to and from the foregoing described Lots and vehicular parking on such Lots.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including the mutual grants and covenants contained herein, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby GRANT, SELL and CONVEY unto themselves and the future owners and mortgagees of the Lots and their respective Permittees, (i) a non-exclusive access easement over and upon those portions of the Lots not now or hereafter occupied by buildings for the purpose of providing ingress and egress to and from the Lots to the adjacent public street and (ii) an easement over and upon those portions of the Lots not now or hereafter occupied by buildings or any portion thereof where walkways and parking areas are now or hereafter may be located for the purpose of providing pedestrian and vehicular access, ingress and egress over and across all such walkways and parking areas and for the parking of vehicles in the parking areas now or hereafter constructed on the Lots; provided, however, that the rights herein granted to any person or entity, or anyone claiming under them, shall terminate and expire at such time as such person or entity ceases to be an owner or mortgagee of the Lots or any portion thereof, as the case may be, and such rights shall thereafter be held by the new owner or mortgagee, or anyone claiming under them.

It is further agreed as follows:

1. Nature of Easements. The foreclosure of any mortgage covering all or a portion of a Lot or Lots shall in no way affect or diminish any easements granted herein, for all such easements shall remain in full force and effect for the benefit of the grantees described herein. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the owners, future owners, occupants, mortgagees, and their Permittees. The parties hereto expressly disclaim the creation of any rights in or for the benefit of the public generally. It is understood and agreed that the easements shall continue for so long as either Lot remains in existence.

4. Maintenance of Walkways and Parking Areas. The owner of each Lot shall be responsible for the maintenance, repair, replacement and operation of the walkways and parking areas located on their respective Lots and each such owner shall maintain, repair, operate, replace and otherwise keep the walkways and parking areas located on their respective Lot in good repair consistent with a first class commercial subdivision.

6. Restrictions. No barricades, signs, fences, or other dividers will be constructed and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic through the access easement areas.

7. Effect of Covenants. Each owner of a Lot, its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Agreement or to which this Agreement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all

impositions and obligations hereby imposed shall be deemed and taken to be easements and covenants running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such Lot owners on like manner as though the provisions, terms and restrictions of this Agreement were received and stipulated at length in each and every deed of conveyance.

8. Waiver. No covenant, restriction, condition or provision of this Agreement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

9. Injunctive Relief. Each owner of a Lot shall be allowed to obtain injunctive relief for the enforcement of their respective rights under this Agreement and shall further have all other rights and remedies allowed by law, in addition to the right to injunctive relief.

10. Covenants Appurtenant to and Run with the Land. All easements granted herein shall be appurtenant to the benefitted property. All of the easements, covenants, agreements, conditions, and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, inuring to the benefit of, binding upon and enforceable by the parties hereto, and their respective successors, assigns, grantees, representatives, tenants and invitees including, without limitation, all subsequent owners of the real property described herein and all parties claiming under them.

11. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Agreement herein contained, as the case may be, shall not render the remainder of the Agreement invalid, nor any other part therein contained.

12. Amendment, Modification, Notices.

- (a) This Agreement may only be amended by the written consent and agreement of the record owners of the Lots or their successors and assigns and the Association. Any such modification or amendment shall be effective when duly recorded in the office of the Register of Deeds in the county in which said property is situated.
- (b) Wherever in this Agreement the consent or approval of an owner of a Lot is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed, and shall in any event be provided within ten (10) days of the request therefor. Any request for consent or approval shall: (i) be in writing; (ii) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (iii) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. In absence of an owner's consent or approval within ten (10) days of a request therefor, consent or approval shall be deemed granted.
- (c) Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery to the address of the owner of a Lot at the address where the real estate tax statements are being sent. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other parties.

13. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

14. Notwithstanding the easement rights granted in this easement agreement, each Lot owner shall at all times and within its own Lot provide vehicle parking spaces sufficient to comply with applicable zoning regulations and to fulfill the maximum needs of the business(es) operating on such Lots.


EXECUTED this 26th day of January, 2018.

202 PACIFIC GROUP, LLC, a Nebraska limited liability company

By: 
Eric Wieseler, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 26th day of January, 2018, by Eric Wieseler, Manager of 202 Pacific Group, LLC, on behalf of the Company.


Notary Public

