


COUNTER_DH
VERIFY_DH
FEES \$ 34.00
CHG_SFILE
SUBMITTED_TITLECORE NATIONAL, LLC

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2016-11037
2016 May 18 11:06:21 AM
Sheryl J. Dowling
REGISTER OF DEEDS



(Space above line for recording data)

**EASEMENT AND AGREEMENT
STORM WATER DETENTION FACILITY**

KNOW ALL MEN BY THESE PRESENTS:

That George W. Venteicher and Frank H. Kulig, as tenants-in-common, hereinafter referred to as "Grantor", for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to Reality Church, Inc., a Nebraska nonprofit corporation, hereinafter referred to as "Grantee", as the owner of that certain parcel of land legally described as Lot 2, Portal Plaza South Replat 3, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (the "Grantee Property"), and to its successors and assigns, a non-exclusive easement to access and utilize the storm water detention facility as constructed by the Grantor from time-to-time, and the appurtenances thereto, in, throughout, on and under the parcel of land legally described as Lot 1, Portal Plaza South Replat 3, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (the "Grantor Property") in the location depicted on Exhibit "A" attached hereto (hereinafter referred to as the "Detention Easement Area").

The sole scope and purpose of the foregoing easement is to grant the Grantee the ability to access, inspect, maintain, if necessary, the storm water detention facility constructed and maintained by the Grantor within the Detention Easement Area including all necessary and related appurtenances, which acts of the Grantee will not relieve Grantor of its primary responsibility to maintain the same.

TO HAVE AND TO HOLD unto such Grantor and Grantee, and their respective successors and assigns.

It is further agreed as follows:

1. That, subject to the provisions below and in Section 2 hereinbelow, no building, improvements, or other structures shall be placed in, on, over or across the Detention Easement Area by Grantor, or its successors and assigns without the express approval of the Grantee; provided, however, that landscaping, lawn irrigation systems, underground detention piping and related appurtenances, roads, streets, sidewalks, parking areas, parking lot lighting, communication duct banks, pneumatic communication tubes, sanitary sewer service crossings and pavement may be installed, maintained and/or replaced in the Detention Easement Area without any consent or approval by the Grantee. Such permitted improvements shall be maintained by the Grantor and its successors and assigns.

1496 2C-1b

2. Notwithstanding anything contained herein to the contrary, Grantor, or any assignee and/or successor-in-interest to Grantor, shall have the right to develop and construct buildings and/or other improvements on the Grantor Property in Grantor's sole and absolute discretion at any time and from time-to-time, including, without limitation, the removal of the detention facility within the current Detention Easement Area, and shall have the right to replace such temporary detention facility improvements with permanent improvements to control rainwater runoff from the Grantor Property and the Grantee Property. The rights contained herein in this Section 2 shall include, but shall not be limited to, the right to modify/amend the location of the Detention Easement Area in Grantor's sole and absolute discretion. In addition, at such time as the temporary detention facility is removed by Grantor, or any assignee and/or successor-in-interest to Grantor, Grantee shall, within thirty (30) days following the receipt of a written invoice from Grantor for such work, be obligated to reimburse Grantor for 33.15% of the total costs expended by Grantor in connection with the removal of the temporary detention facility and the reconstruction of the replacement permanent detention facility; provided, however that Grantee's obligations to reimburse Grantor for such costs shall be capped at \$26,520.00, it being the understanding and agreement that Grantor shall bear any additional costs. Grantor agrees that, following Grantee's fulfillment of its payment obligations pursuant to this Section 2 Grantor shall provide Grantee with an acknowledgement of receipt of such payment and shall record a memorandum or receipt of such payment with the Sarpy County, Nebraska Register of Deeds.
3. In the event of Grantee's failure to make payment as required by Section 2 above, Grantor (the "Requesting Party") shall give Grantee (the "Non-Paying Party") written notice of such failure to pay as required herein. In the event the unpaid amount is not paid in full to have Requesting Party within thirty (30) days after such notice is given, the Requesting Party shall have the right to record, in the Office of the Register of Deeds for Sarpy County, Nebraska, a notice of lien, which shall set forth the then-delinquent amount owed by the Non-Paying Party (including interest at an annual rate of twelve percent (12%) per annum (the "Default Rate"), and a legal description of the lot owned by the Non-Paying Party (the "Notice of Lien"). The Non-Paying Party acknowledges that its property will be subject to a lien claim in favor of the Requesting Party in the event Non-Paying Party fails to pay any sums due under this agreement. Upon recordation of such Notice of Lien, the then delinquent amount owing by the Non-Paying Party, together with interest thereon at the Default Rate, shall constitute a lien upon the parcel of such Non-Paying Party (the "Lien"), as described in the Notice of Lien. In the event the amount secured by such Lien is not paid in full within thirty (30) days after such Notice of Lien has been recorded, the Requesting Party may enforce payment of the amount due, or enforce the Lien against the parcel of the Non-Paying Party, by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies set forth below, the Requesting Party shall not prejudice or waive its right to exercise the other remedy or such additional remedies as may be available under applicable law): (i) bringing an action at law against the Non-Paying Party personally obligated to pay the unpaid sum of money; and/or (ii) foreclosing the Lien against the parcel of the Non-Paying Party in accordance with the then prevailing Nebraska law relating to the foreclosure of realty mortgages or deeds of trust (including the right to recover any deficiency).
4. This detention easement contains the entire agreement of the parties with respect to the subject matter hereof; that there are not other different agreements or understandings between the Grantor and the Grantee with respect to the subject matter hereof; and that the Grantor, in

executing and delivering this detention easement, has not relied upon any promises, inducements or representations of the Grantee or its agents or employees, except as set forth herein.

- 5. This Agreement may be amended by the written consent and mutual agreement of all the then-record owners of both the Grantor Property and the Grantee Property. Any such modification or amendment shall be effective when duly recorded in the Office of the Register of Deeds of Sarpy County, Nebraska. Notwithstanding the foregoing, following the relocation of the Detention Easement Area, Grantor shall be permitted to unilaterally amend this agreement by executing and recording an amendment hereto with the Sarpy County, Nebraska Register of Deeds. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF said the parties hereto have hereunto set his or her hand this 16 day of May, 2016.

GRANTOR:

George W. Venteicher

George W. Venteicher
George W. Venteicher

Frank H. Kulig

Frank H. Kulig
Frank H. Kulig

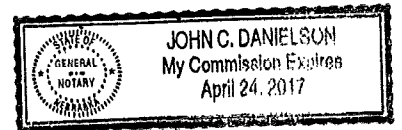
STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 16 day of May 2016, by George W. Venteicher, a Nebraska resident.

WITNESS my hand and seal on the date above written.

John C. Danielson
Notary Public

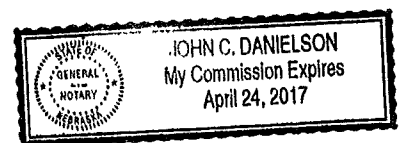
STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me this 16 day of May 2016, by Frank H. Kulig, a Nebraska resident.

WITNESS my hand and seal on the date above written.

John C. Danielson
Notary Public



GRANTEE:

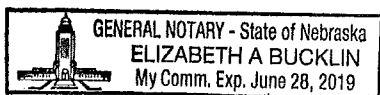
Reality Church, Inc.
a Nebraska nonprofit corporation

By: *Douglas Dickey*
Name: Douglas Dickey
Its: Chairman, Elder Board

STATE OF NEBRASKA)
)ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me on this 16 day of May, 2016, by Douglas Dickey, Chairman of Reality Church, Inc., LLC, a Nebraska nonprofit corporation, on behalf of said corporation.

WITNESS my hand and seal on the date above written.



Elizabeth Bucklin
Notary Public

