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Return To: Jill D. Fiddler, Woods & Aitken LLP, 301 S. 13th St., Ste. 500, Lincoln, NE 68508

MUTUAL EASEMENT AGREEMENT

This MUTUAL EASEMENT AGREEMENT (this "Agreement") is entered into effective as of the 28th day of August, 2013 (the "Effective Date"), by and between BONUS FORTUNA, LLC, a Nebraska limited liability company ("Fortuna"), and HABITAT FOR HUMANITY OF OMAHA, INC., a Nebraska nonprofit corporation ("HFHO"). Fortuna and HFHO may be referred to herein separately as a "Party" and jointly as the "Parties."

RECITALS

WHEREAS, Fortuna owns that certain parcel of the real property generally located at 10930 Emmet Street, Suites "A" and "B," and legally described on Exhibit "A" attached hereto and incorporated herein by this reference ("Lot 1");

WHEREAS, pursuant to the terms and conditions of an option to purchase set forth in the Commercial Lease dated March 2, 2012, as amended by that certain 1st Amendment to Commercial Lease between the Parties dated April 10, 2012 (as amended, the "Lease"), and contemporaneously herewith, HFHO has acquired from Fortuna that certain parcel of real property generally located at 10930 Emmet Street, Suite "C," and legally described on Exhibit "B" ("Lot 2") (Lot 1 and Lot 2 may be referred to herein separately as a "Lot" and together as the "Lots"); and

WHEREAS, pursuant to the terms of the Lease, each Party has agreed to grant the other Party, and its successors and assigns, certain easement rights with respect to such Party's Lot, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above premises and of the covenants herein contained, and for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Definitions. For purposes hereof, the following words shall have the definitions set forth in this Section 1, except as otherwise expressly provided elsewhere in this Agreement:

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(a) "Owner" or "Owners" shall mean a Party or the Parties and any and all successors and assigns of such persons as the owner or owners of fee simple title to all or any portion of Lot 1 or Lot 2, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property (including but not limited to a mortgage or deed of trust). The singular term "Owner" may refer to all of the owners of a Lot, whether one or more.

(b) "Permittees" shall mean the tenant(s) or occupant(s) of any portion of Lot 1 or Lot 2, and the respective employees, agents, contractors, customers, invitees and licensees of such Owner and/or such Owner's tenant(s) or occupant(s).

2. Grant of Easements by Fortuna. Fortuna grants to the Owner of Lot 2, including its Permittees, the following easements (the "Lot 1 Easements"):

(a) A non-exclusive perpetual easement for pedestrian and vehicular ingress and egress, for access to public roads adjoining Lot 1, and for parking in striped stalls, over and across Lot 1 (the "Lot 1 Parking and Drive Area"); and

(b) A non-exclusive perpetual easement for purposes of reconstruction, replacement, repair, operation and maintenance of existing sanitary sewer lines and related facilities located on and under Lot 1 (the "Lot 1 Sewer Facilities"); and

(c) A non-exclusive perpetual easement for purposes of replacement, repair, operation and maintenance of electrical panels, electric lines and related facilities located on, above or under Lot 1 and through the part of the Building (defined hereinafter) located thereon (the "Lot 1 Electric Facilities"); and

(d) A non-exclusive temporary easement for the purposes of replacement, repair, operation and maintenance of the gas lines and related facilities located on and under Lot 1 and through the part of the Building located thereon until HFHO installs its separate gas line for Lot 2 (the "Lot 1 Gas Facilities"); and

(e) A non-exclusive temporary easement for the purposes of replacement, repair, operation and maintenance of the water lines and related facilities located on and under Lot 1 but excluding the part of the Building located thereon until HFHO installs its separate water line for Lot 2 (the "Lot 1 Water Facilities").

3. Grant of Easements by HFHO. HFHO grants to the Owner of Lot 1, including its Permittees, the following easements (together with the Lot 1 Easements, the "Easements"):

(a) A non-exclusive perpetual easement for pedestrian and vehicular ingress and egress, for access to public roads adjoining Lot 2, and for parking in striped stalls, over and across Lot 2 (together with the Lot 1 Parking and Drive Area, the "Parking and Drive Area"); and

(b) A non-exclusive perpetual easement for purposes of reconstruction, replacement, repair, operation and maintenance of existing sanitary sewer lines and related facilities located on and under Lot 2 (together with the Lot 1 Sewer Facilities, the "Sewer Facilities"); and

(c) A non-exclusive perpetual easement for purposes of replacement, repair, operation and maintenance of electrical panels, electric lines and related facilities located on, above or under Lot 2 and through the part of the Building located thereon (together with the Lot 1 Electric Facilities, the "Electric Facilities"); and

(d) A non-exclusive temporary easement for the purposes of replacement, repair, operation and maintenance of the gas lines and related facilities located on and under Lot 1 and through the part of the Building located thereon until HFHO installs its separate gas line for Lot 2 (together with the Lot 1 Gas Facilities, the "Gas Facilities"); and

(e) A non-exclusive temporary easement for the purposes of installation, replacement, repair, operation and maintenance of the water lines and related facilities located on and under Lot 1 but excluding the part of the Building located thereon until HFHO installs its separate water line for Lot 2 (together with the Lot 1 Water Facilities, the "Water Facilities"); and

(f) A non-exclusive perpetual for purposes of access to and the installation, display, replacement, repair, and maintenance of a sign placed on the two (2) poles currently located in the landscaped area on the south part of Lot 2 or any replacement thereof wherever located (the "Pole Sign").

4. Parking Restrictions. Notwithstanding any other provision contained herein, an Owner shall not park or permit its employees or tenants to park trucks (other than pickups) on the Lot of the other Owner. As of the date hereof, there are two hundred eighteen and one-half (218.5) and one hundred thirty-one and one-half (131.5) parking spaces located on Lot 1 and Lot 2, respectively. No Owner shall reduce the number of parking spaces on the Owner's Lot.

5. Pole Sign. If either Owner (the "Displaying Owner") desires to display a sign on the Pole Sign, then the Displaying Owner shall, at its sole cost, install a sign frame which will be able to accommodate two (2) signs on each side, and the Displaying Owner shall be responsible for all expenses for the operation, maintenance, and repair of the Pole Sign. If the Owner of Lot 2 is the Displaying Owner or later becomes the only Owner displaying a sign on the Pole Sign and will use electricity in the sign, then such Owner shall, at its sole cost and expense, cause the electrical supply to the Pole Sign to be separately metered. In the event that both Owners desire to display a sign on the Pole Sign, then the sign for the Owner of Lot 2 shall be in the top position on both sides and shall not exceed forty-four and nineteen hundredths percent (44.19%) (the "Owner 2 Fraction") of the total display area, and the sign for the Owner of Lot 1 shall be in the bottom position on both sides and shall not exceed fifty-five and eighty-one hundredths percent (55.81%) (the "Owner 1 Fraction") of the total display area. So long as both Owners are displaying signs on the Pole Sign, the Owner of Lot 1 shall be responsible for the Owner 1 Fraction, and the Owner of Lot 2 shall be responsible for the Owner 2 Fraction, of all expenses

for the operation, maintenance, and repair of the Pole Sign. The Pole Sign shall only advertise a business or organization which is located within the Building.

6. **Party Wall.** The wall which was built as part of the construction of the Building and is located on the dividing line between the Lots (the "Party Wall") shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If the Party Wall is destroyed or damaged by fire or other casualty, if the Party Wall needs to be repaired, or if improvements to the Party Wall are required by applicable law (other than improvements which are required because of the use of, or other improvements by, an Owner which shall be an obligation of that Owner), unless otherwise agreed in writing by all of the Owners, the Owners of both Lots shall restore, replace, repair, or improve it in a timely manner, and the responsibility for the restoration, replacement, repair or improvement of the Party Wall shall be the joint and several obligation of all of the Owners of the Lots, and the Owner of any Lot may take the initiative in causing said work to be accomplished. The cost and expense of all such restoration, replacement, repair, or improvement of the Party Wall shall be born one-half by the Owner of Lot 1 and one-half by the Owner of Lot 2. Notwithstanding the foregoing, an Owner or its Permittees, who by such Owner's negligent or willful act or omission or that of its Permittees causes the Party Wall to be destroyed, damaged, or otherwise exposed to the elements shall bear the whole cost of (a) furnishing the necessary protection against such elements, and (b) restoring the Party Wall by repairing any damage or destruction resulting from such negligent or willful act or omission.

7. **Maintenance Obligations.**

(a) The Owner of each Lot shall be responsible, at its sole cost and expense, for reasonable construction, reconstruction, maintenance, repair, replacement, taxes and insurance for such Owner's Lot, including but not limited to maintenance, repair and replacement of the Parking and Drive Area located on the Owner's Lot (including but not limited to paving, striping, and removal of snow and ice), and payment of all real estate taxes and assessments prior to delinquency.

(b) The cost and expense of maintaining, repairing, and replacing the portion of the Electrical Facilities consisting of the main electrical panel currently located at the northwest corner of the Building (the "Main Panel") and the Electrical Facilities leading into the Main Panel shall be born one-half (1/2) by the Owner of Lot 1 and one-half (1/2) by the Owner of Lot 2. The Owner of Lot 1 shall be responsible for the cost of maintaining, repairing, and replacing the Electric Facilities running from the Main Panel which service the part of the Building located on Lot 1. The Owner of Lot 2 shall be responsible for the cost of maintaining, repairing, and replacing the Electric Facilities running from the Main Panel which service the part of the Building located on Lot 2.

(c) The fees and assessments relating to the Sewer Facilities which are not based on water usage or square footage and the cost and expense of maintaining, repairing, and replacing the Sewer Facilities shall be born one-half (1/2) by the Owner of Lot 1 and one-half (1/2) by the Owner of Lot 2.

(d) Notwithstanding the foregoing, an Owner or its Permittees, who by such Owner's negligent or willful act or omission or that of its Permittees causes damage to the Electrical Facilities, the Sewer Facilities, the Gas Facilities, or the Water Facilities, shall bear the whole cost of repairing any damage or destruction resulting from such negligent or willful act or omission.

8. **Access Points; Obstructions.** The drives, openings and access points to each Lot shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place unless otherwise agreed by the prior written consent of all of the Owners of the Lots, and no Owner or its Permittees shall interfere with the reasonable use of the Easements by another Owner or such Owner's Permittees. Notwithstanding the foregoing, each Owner may perform its maintenance obligations in accordance with Section 5 hereof without prior approval of the other Owner(s); provided, however, no barricade, fence or other like obstruction or improvement shall be erected or maintained on either Lot so as to unreasonably impair use of and access to the Parking and Drive Area, Sewer Facilities, Electric Facilities or Sign Pole or to impair the free flow of vehicular traffic on the Parking and Drive Area (except this restriction shall not apply to reasonable and temporary construction barricades). No building or other structures shall hereafter be located on the Parking and Drive Area without the prior written consent of all of the Owners of the Lots.

9. **Restoration.** Following use of the Easements granted herein by an Owner or its Permittees for the purpose of reconstruction, replacement, repair, operation and maintenance, such Owner shall restore the other Owner's Lot as far and as soon as is possible to its condition prior to such use at such Owner's sole cost and expense.

10. **Indemnification.** Each Owner shall indemnify, defend, and hold the other Owner harmless from and against all causes of action, debts, claims, damages, demands, liabilities, injuries, fines, penalties, costs and expenses (including attorneys' fees) relating to accidents, injuries, loss, or damage to any person or property arising from or in any manner relating to the use by such Owner, its Permittees or others acting on behalf of such Owner, of the indemnified Owner's Lot, except as may result from the negligence or intentional misconduct of the indemnified Owner or its Permittees. Notwithstanding the foregoing, the obligations of an Owner under this paragraph shall not apply to the customers or invitees of the Owner.

11. **Insurance.** Beginning on the Effective Date, each Owner shall maintain, at its sole cost and expense, the following types of insurance with insurance carriers admitted in the State of Nebraska: (a) fire and "all risk" extended coverage insurance for the portion of the Building located on such Owner's Lot (including but not limited to coverage of the Party Wall); and (b) comprehensive public liability insurance, including personal injury, death and property damage, with respect to such Owner's Lot and the business operated thereon and such Owner's use of the Easements, in which the limits of coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Upon request, an Owner shall provide the other Owners a certificate or other evidence of such insurance within a reasonable amount of time.

12. **Existing Easements.** The Parties hereto acknowledge and agree that the Lots are subject to that certain Declaration of Easements recorded with the office of the Register of Deeds of Douglas County, Nebraska, on August 1, 1980, in Book 637 at Page 47, that certain First Amendment to Declaration of Easements recorded with the office of the Register of Deeds of Douglas County, Nebraska, on October 21, 1981, in Book 661 at Page 325, that certain Cross Easement Agreement recorded with the office of the Register of Deeds of Douglas County, Nebraska, on August 1, 1980, in Book 637 at Page 59, and that certain Amendment to Cross Easement Agreement recorded with the office of the Register of Deeds of Douglas County, Nebraska, on June 6, 1985, in Book 741 at Pages 183 and 194 (collectively the "Existing Easements"), and nothing contained in this Agreement is intended or shall be deemed to alter or amend the terms and conditions set forth the Existing Easements. Except as otherwise provided herein, the Owner of each Lot shall be responsible, at its sole cost and expense, for all costs, expenses, and obligations under the Existing Easements which are applicable to such Owner's Lot.

13. **Merger.** There shall be no merger of this Agreement or of the easements hereby created with the fee estate in either Lot, or any part thereof, by reason of the fact that the same person, firm, corporation, or other legal entity may acquire or hold, directly or indirectly, a fee interest in both Lots without the prior written consent of all of the Owners of the Lots.

14. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Register of Deeds of Douglas County, Nebraska, and shall remain in full force and effect thereafter unless otherwise modified, amended or terminated in accordance with this Agreement.

15. **Easements to Run with Land.** It is intended that the easements, rights and obligations set forth in this Agreement shall run with the land and create equitable servitudes in favor of the real property benefited and burdened hereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit and burden of the respective Parties and their successors, assigns, heirs, and personal representatives, including all successor Owners of Lot 1 and Lot 2. This Agreement shall be recorded with the office of the Register of Deeds of Douglas County, Nebraska.

16. **Not a Public Easement.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Lot 1 or Lot 2.

17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

18. **Entire Agreement.** This Agreement and the Lease constitute the entire agreement between the Parties hereto with respect to the subject matter hereof. The Parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

19. **Governing Law.** The laws of the State of Nebraska shall govern the interpretation, validity, performance, and enforcement of this Agreement.

20. **Enforcement.** If an Owner (the “Defaulting Owner”) fails to perform any of its obligations under this Agreement or the Existing Easements and such failure is not cured within thirty (30) days after receipt of written notice from the other Owner, then the other Owner shall have the right, but not the obligation, to pay or perform such obligation of the Defaulting Owner, and the Defaulting Owner shall reimburse the other Owner for all costs and expense (including attorney fees) incurred by the other Owner in performing such obligation of the Defaulting Owner. The other Owner shall have a lien against the Lot of the Defaulting Owner including all improvements thereon for all amounts owed hereunder by the Defaulting Owner to the other Owner.

21. **Attorneys’ Fees.** If the services of an attorney are required by any party to secure the performance hereof or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereto, the prevailing party shall be entitled to reasonable attorneys’ fees, costs, and other expenses (including expert witness fees), in addition to any other relief to which such prevailing party may be entitled.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date hereof.

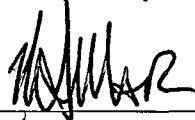
"FORTUNA"

BONUS FORTUNA, LLC,
a Nebraska limited liability company

By: 
Joel P. Potter, Managing Member


"HFHO"

HABITAT FOR HUMANITY OF OMAHA,
INC., a Nebraska nonprofit corporation

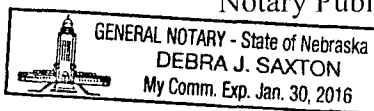
By: 
Name: Kenneth Mar
Title: COO

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

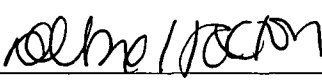
The foregoing instrument was acknowledged before me this 28 day of August, 2013, by Joel P. Potter, the Managing Member of Bonus Fortuna, LLC, a Nebraska limited liability company, on behalf of the company.


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me this 28 day of August, 2013, by Kenneth Mar, the COO of Habitat for Humanity of Omaha, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.


Notary Public

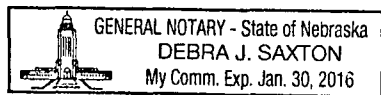


EXHIBIT “A”

Legal Description of Lot 1

Lot 1, Tremel Heights Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska.

EXHIBIT “B”

Legal Description of Lot 2

Lot 2, Tremel Heights Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska.