



MISC Inst. # 2021075792, Pg: 1 of 4 Rec Date: 06/09/2021 14:19:32.903

Fee Received: \$28.00 Electronically Recorded By: YT

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

After recording please return to:

Andrew Willis

Cline Williams Wright Johnson & Oldfather, LLP

233 South 13th Street, Suite 1900

Lincoln, NE 68508

NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT

This NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT (“Easement”) is made and effective this 1st day of June, 2021 (“Effective Date”), by and between SAI PROPERTIES V, INC., a Nebraska corporation (“Grantor”), and SAI PROPERTIES II, INC., a Nebraska corporation (“Grantee”). Grantor and Grantee shall sometimes hereinafter be referred to collectively as the “Parties” and individually as a “Party”.

RECITALS

- A. Grantee owns certain real estate located in Omaha, Nebraska, legally described as follows (“Benefitted Property”):

Lot Two (2), Center Ridge Replat 2, Omaha, Douglas County, Nebraska.

- B. Grantor owns certain real estate located in Omaha, Nebraska, legally described as follows (“Burdened Property”):

Lot One (1), Center Ridge Replat 2, Omaha, Douglas County, Nebraska.

- C. The Burdened Property is adjacent to the Benefitted Property.

- D. Grantor desires to grant to Grantee an access easement over, on, and through a portion of the Burdened Property as depicted and described on the attached and incorporated Exhibit “A” (“Easement Area”), for ingress and egress to the Benefitted Property.

Inst. # 2021075792, Pages: 2 of 4

NOW THEREFORE, for good and valuable consideration, the receipt of which hereby is acknowledged and accepted, Grantor and Grantee hereby agree, as follows:

1. **Grant of Easement.** Grantor hereby conveys to Grantee, and its respective successors and assigns, non-exclusive and permanent easement to enter and use the Easement Area for purposes of ingress and egress between the Benefitted Property and public rights of way. This Easement shall permit vehicular and pedestrian ingress and egress on, over, and through the Easement Area.

2. **Maintenance, Repair, and Replacement.** Grantor, at Grantor's sole cost and expense, shall maintain, repair, and keep the Easement Area in a commercially reasonable and usable condition at all times. This Easement and Grantee's right to use the Easement Area shall be perpetual.

3. **Binding Effect.** This Easement shall be appurtenant to and run with the Burdened Property and the Benefitted Property. This Easement shall be permanent and shall be binding upon the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

4. **Liability.** The sole rights granted herein are the rights to use the Easement Area for the purposes described herein. Neither Party shall be liable to the other Party for any damage caused by the use of the Easement Area by them or their employees, representatives, invitees, agents, successors, or assigns.

5. **Termination.** This Easement shall not be released, terminated, revoked, amended, or modified in any manner, without the prior written consent of both Parties. Any purported release, termination, revocation, amendment, or modification without such written consent shall be null and void and of no force and effect.

6. **Further Assurances.** The Parties shall, whenever it shall be reasonably requested to do so, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Additionally, the Parties shall cooperate in good faith with each other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Easement.

7. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Nebraska, with venue lying in Douglas County.

(SIGNATURES ON FOLLOWING PAGE)

Inst. # 2021075792, Pages: 3 of 4

IN WITNESS WHEREOF, this Access Easement Agreement has been executed and delivered by Grantor and Grantee, as of the Effective Date.

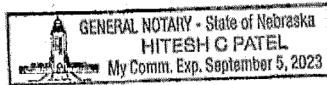
GRANTOR:
SAI PROPERTIES V, Inc.
a Nebraska Corporation

By: *Deven Patel*
Deven Patel, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of June, 2021, by Deven Patel, President of SAI Properties V, Inc., on behalf of the corporation.

Deven Patel



Notary Public

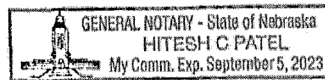
GRANTEE:
SAI PROPERTIES II, Inc.
a Nebraska Corporation

By: *Deven Patel*
Deven Patel, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of June, 2021, by Deven Patel, President of SAI Properties II, Inc., on behalf of the corporation.

Deven Patel

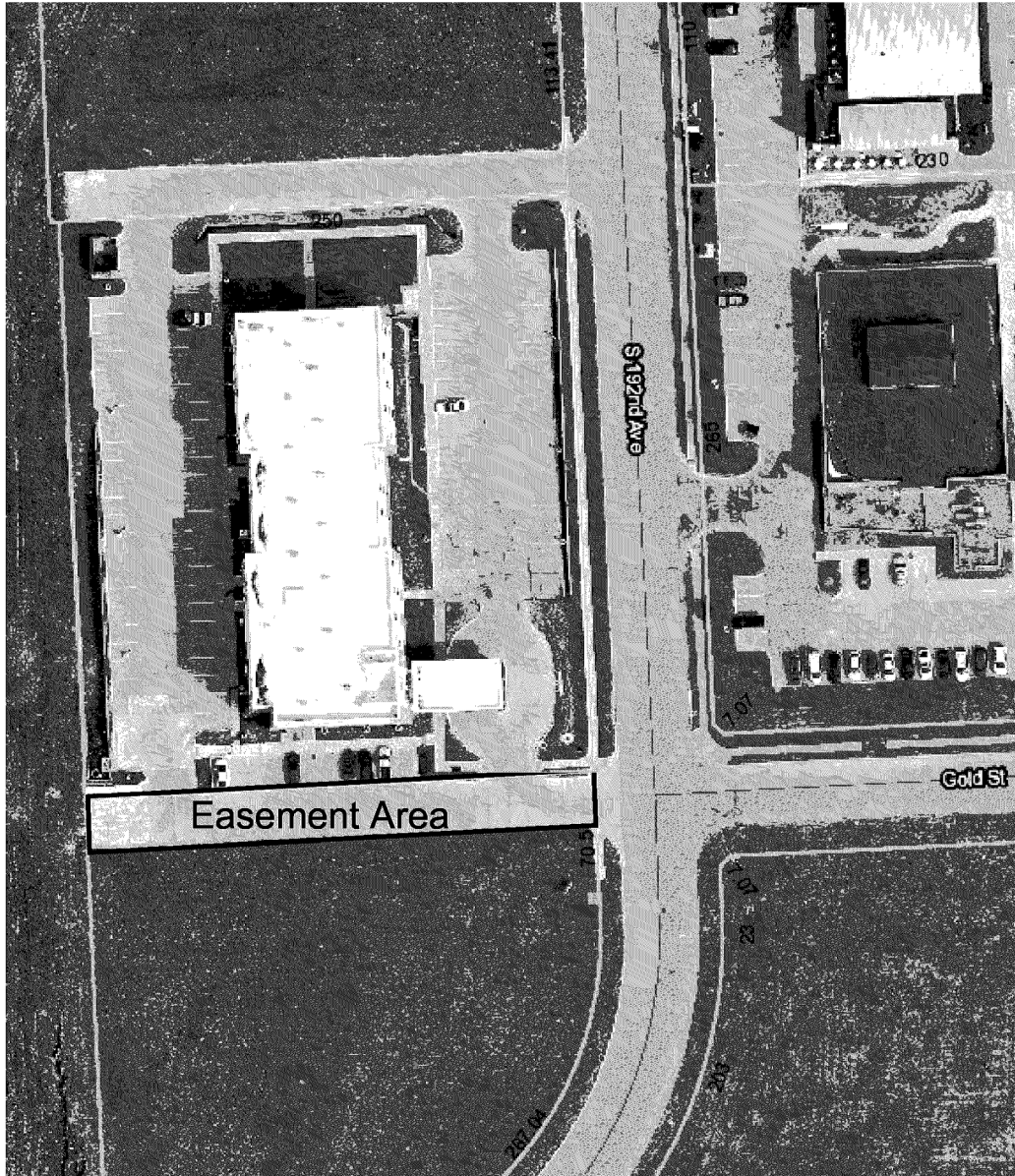


Notary Public

Inst. # 2021075792, Pages: 4 of 4

EXHIBIT "A"
Easement Area
(Description and Depiction)

The north approximately 30 feet of Lot One (1), Center Ridge Replat 2, Omaha, Douglas County, Nebraska, as generally depicted below:



4820-6178-4555, v. 1

Exhibit "A"