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**COVER SHEET FOR RECORDING**

Title of Document: STORMWATER SEWER EASEMENT AGREEMENT  
Date of Document: December 16, 2022  
Grantor: HUGO WESTROADS DEVELOPMENT, LLC,  
a Nebraska Limited Liability Company  
Grantee: WESTROADS INVESTORS, LLC,  
a Nebraska Limited Liability Company  
Grantee's Address: 20010 Manderson Street, Suite 101  
Elkhorn, Nebraska 68022  
Legal Description/Address: See Exhibit A and Exhibit B  
Reference: N/A

**AFTER RECORDING RETURN TO:**

Levy Craig Law Firm  
Attn: Jeff Bauer  
4520 Main Street, Suite 1600  
Kansas City, Missouri 64111

## STORMWATER SEWER EASEMENT AGREEMENT

THIS STORMWATER SEWER EASEMENT AGREEMENT (this “**Agreement**”) is made as of the 16<sup>th</sup> day of December, 2022, by and between HUGO WESTROADS DEVELOPMENT, LLC, a Nebraska limited liability company (“**Grantor**”), and WESTROADS INVESTORS, LLC, a Nebraska limited liability company (“**Grantee**”).

### RECITALS:

- A. Grantor is the owner of that certain real property situated in the County of Douglas, State of Nebraska, as more particularly described on Exhibit “A” attached hereto and incorporated herein (the “**Grantor Parcel**”).
- B. Grantee is the owner of that certain real property situated in the County of Douglas, State of Nebraska, adjacent to the Grantor Parcel, as more particularly described on Exhibit “B” attached hereto and incorporated herein (the “**Grantee Parcel**”).
- C. Grantor desires to grant and Grantee desires to obtain certain easements, as further described herein.

NOW, THEREFORE, in consideration of mutual covenants and other consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **Grant of Storm System Easement**. Grantor hereby grants and conveys for the benefit of the Grantee Parcel, Grantee and its successors and assigns, and tenants, a perpetual, non-exclusive easement, privilege, and right of use in, to, over, and across the paved portions of the Grantor Parcel to allow the reasonable surface flow of stormwater outflow from the Grantee Parcel into the private storm water collection and drainage system located on and under the Grantor Parcel as depicted on Exhibit “C” attached hereto (the “**Storm System**”), and a perpetual, non-exclusive easement, privilege, and right of use in said Storm System for the collection and distribution of stormwater outflow from the Grantee Parcel under and through the Grantor Parcel. Grantor shall at all times maintain the Storm System at Grantor’s sole cost and expense in good condition and repair. Grantor may, at any time, relocate the Storm System to another location on Grantor’s property, *provided that*: (i) the easements and rights granted to Grantee herein shall at all times apply with full force and effect to the relocated facilities; (ii) such relocation does not prohibit or materially impinge, restrict, or reduce the collection and distribution of stormwater outflow from the Grantee Parcel; and (iii) Grantor shall not abandon or remove the Storm System from service until such time as any relocated facilities are materially operational. Grantor shall have the right to reduce the size of the easement area with any such relocation provided such reduction complies with items (i) through (iii) above.
2. **Grantee Self-Help**. Notwithstanding anything herein to the contrary, if Grantor fails to maintain the Storm System to the standards set forth in Section 1 and fails to cure the same within five (5) business days advance written notice from Grantee to Grantor (except where reasonably necessary to respond to an emergency in which case no notices shall be necessary), Grantee may, but is not obligated to enter upon the Grantor Parcel and perform such maintenance. In the event that Grantee exercises its rights under this Section 2, upon demand, Grantor shall reimburse Grantee for the actual documented costs and expenses incurred by the Grantee in performing such maintenance.
3. **Non-Interference**. Grantor shall have the right to use the easement areas described herein in a

manner which is consistent with the rights granted herein to Grantee. Grantor and Grantee shall, at all times, use the easement areas described herein in a manner so as not to obstruct the free flow of stormwater from the Grantee Parcel and the Grantor Parcel.

4. **Representations.** Grantor represents and warrants that it owns the Grantor Parcel in fee simple, subject to easements, covenants, and restrictions of record. Grantor and Grantee each represent that there is no conflict with another instrument or agreement or consent needed (which has not been obtained) for either party to enter into this Agreement. Grantor and Grantee each represent that the individual executing this Agreement has been duly authorized to enter into this Agreement.
5. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
6. **Governing Law.** The laws of the state of Nebraska shall govern the interpretation, validity, performance, and enforcement of this Agreement.
7. **Restrictive Covenants to Run with Land.** It is intended that the easements, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
8. **No Termination for Breach.** No breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement. The covenants, conditions and restrictions hereof shall be binding upon and effective against any and all present and future owners and occupants of Grantor Parcel and Grantee Parcel whether title thereto is acquired by foreclosure, trustee's sale, conveyance or otherwise.
9. **Amendment and Termination.** Subject to Grantor's rights set forth in Section 1, hereof, the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the owner of the Grantor Parcel and owner of the Grantee Parcel evidenced by a document that has been fully executed and acknowledged by each and recorded in the official records of the Register of Deeds of the County of Douglas, Nebraska.
10. **Notices.** Any notice or demand given or served pursuant to this Agreement must be in writing and personally delivered or forwarded by certified mail, postage prepaid, return receipt requested, or by another commercially recognized means of delivery. Notices and demands shall be deemed effective upon receipt. The person and place to which notices are to be given may be changed from time to time by the parties giving ten (10) day written notice to the other. The parties' notice address for purposes hereof shall be initially as follows:

Notices to Grantor:	Hugo Westroads Development, LLC Attention: Amy L. Lawrenson Baird Holm LLP 1700 Farnam Street, Suite 1500 Omaha, Nebraska 68102 Tel: 402-636-8261 E-mail: alawrenson@bairdholm.com
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Notices to Grantee: Westroads Investors, LLC  
Attention: Drew Snyder  
20010 Manderson Street, Suite 101  
Elkhorn, Nebraska 68022  
Phone: 402-513-9003  
E-mail: drew@woodsonia.net

With a copy to: Levy Craig Law Firm  
4520 Main Street, Ste. 1600  
Kansas City, Missouri 64112  
Attn: Jeffrey Bauer  
Phone: 816-460-1832  
Email: jbauer@levycraig.com

11. **Recording**. This Agreement shall be recorded in the Register of Deeds of the County of Douglas, Nebraska.

*[Signatures appear on following pages]*

IN WITNESS WHEREOF, the parties have executed this Storm Sewer Easement Agreement effective as of the date first above written.

**GRANTEE:**

**WESTROADS INVESTORS, LLC,**  
a Nebraska limited liability company


By: DRAKE WESTROADS, LLC,  
a Kansas limited liability company  
Its: Co-Manager

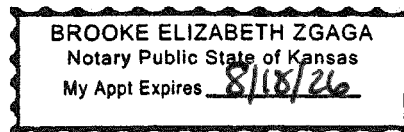
By: OMAHA INVESTORS, LLC,  
a Kansas limited liability company  
Its: Manager

By:   
Matthew Pennington, Manager

STATE OF KS )  
 )  
COUNTY OF JOHNSON )

The foregoing instrument was acknowledged before me this 14 day of DECEMBER, 2022 by Matthew Pennington, Manager of Omaha Investors, LLC, a Kansas limited liability company, the Manager of Drake Westroads, LLC, a Kansas limited liability company, the co-manager of Westroads Investors, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

  
Notary Public  
My Commission expires on 8/18/26



*[Grantee signature continues on following page]*

By: WOODSONIA 730-908 N. 102<sup>ND</sup>, LLC,  
a Nebraska limited liability company  
Its: Co-Manager

By: DREW SNYDER REAL ESTATE,  
LLC, a Kansas limited liability company  
Its: Manager

By: *Drew*  
Drew Snyder, Manager

STATE OF Nebraska )  
 )  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 16 day of December, 2022 by Drew Snyder, Manager of Drew Snyder Real Estate, LLC, a Kansas limited liability company, the Manager of Woodsonia, LLC, a Nebraska limited liability company, the co-manager of Westroads Investors, LLC, a Nebraska limited liability company, on behalf of said limited liability company.


*Tanya K Mainelli*  
Notary Public  
My Commission expires on March 21, 2023

State of Nebraska – General Notary  
TANYA K MAINELLI  
My Commission Expires  
March 21, 2023

*[Grantor signature on following page]*

**GRANTOR:**

HUGO WESTROADS DEVELOPMENT, LLC, a  
Nebraska limited liability company

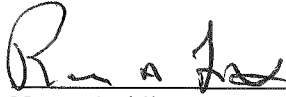
By:   
J. Joe Ricketts, President

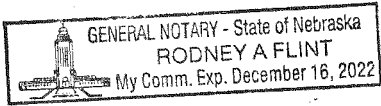
Date: December 15, 2022

STATE OF NEBRASKA )  
                                  )  
COUNTY OF DOUGLAS )

ss.

The foregoing instrument was acknowledged before me December 15, 2022 by J. Joe Ricketts, in his capacity as President of Hugo Westroads Development, LLC, a Nebraska limited liability company, on behalf of the company.

  
Notary Public



**Grantee Lienholder Consent**

Enterprise Bank ("**Lienholder**") is the holder of those certain Deeds of Trust recorded with the Register of Deeds of Douglas County, Nebraska as Instrument No. 2017018066, Instrument No. 2018056810, Instrument No. 2018056890, Instrument No. 2018056892, Instrument No. 2018056808, Instrument No. 2018056891, and Instrument No. 2019095017 (collectively, the "**Enterprise Deed of Trust**"), encumbering the property of Westroads in the foregoing Stormwater Sewer Easement Agreement ("**Agreement**"). Lienholder hereby consents to the Agreement and agrees that the Enterprise Deed of Trust shall be subject and subordinate to the Agreement.

**LIENHOLDER:**

**Enterprise Bank**

By:



Name: Jeff Eikmeier


Title: Sr. Vice President



STATE OF



COUNTY OF



I, , a notary public in and for said County, in the aforesaid State, do hereby certify that Jeff Eikmeier, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument, pursuant to authority given to him by the governing body of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this  day of , 2022.

  
Notary Public

Commission Expires: \_\_\_\_\_





**EXHIBIT A**

**Legal Description of the Grantor Property**

LOT 3, PUTT'N PLACE REPLAT TWO, LOTS 1, 2 AND 3, ALL SUBDIVISIONS IN DOUGLAS COUNTY, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DOUGLAS COUNTY, NEBRASKA, ON DECEMBER 6, 2022, AS INSTRUMENT NO. 2022116652, BEING A REPLATTING OF LOT 1, PUTT'N PLACE, LOTS 1, 2, 3 AND OUTLOT "A", ALL SUBDIVISIONS IN DOUGLAS COUNTY, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DOUGLAS COUNTY, NEBRASKA, ON MAY 13, 2018, AS INSTRUMENT NO. 2018033180, LOT 1 AND LOT 2, PUTT'N PLACE REPLAT ONE, LOTS 1 AND 2, ALL SUBDIVISIONS IN DOUGLAS COUNTY, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DOUGLAS COUNTY, NEBRASKA, ON SEPTEMBER 5, 2019, AS INSTRUMENT NO. 2019072237, A PORTION OF LOT 1, H&H WESTROADS, LOTS 1 AND 2, ALL SUBDIVISIONS IN DOUGLAS COUNTY, NEBRASKA, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DOUGLAS COUNTY, NEBRASKA, ON MAY 6, 2019, AS INSTRUMENT NO. 201902858.

**EXHIBIT B**

**Legal Description of the Grantee Parcel**

LOTS 1 AND 2, PUTT'N PLACE REPLAT TWO, LOTS 1, 2 AND 3, ALL SUBDIVISIONS IN DOUGLAS COUNTY, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DOUGLAS COUNTY, NEBRASKA, ON DECEMBER 6, 2022, AS INSTRUMENT NO. 2022116652, BEING A REPLATTING OF LOT 1, PUTT'N PLACE, LOTS 1, 2, 3 AND OUTLOT "A", ALL SUBDIVISIONS IN DOUGLAS COUNTY, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DOUGLAS COUNTY, NEBRASKA, ON MAY 13, 2018, AS INSTRUMENT NO. 2018033180, LOT 1 AND LOT 2, PUTT'N PLACE REPLAT ONE, LOTS 1 AND 2, ALL SUBDIVISIONS IN DOUGLAS COUNTY, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DOUGLAS COUNTY, NEBRASKA, ON SEPTEMBER 5, 2019, AS INSTRUMENT NO. 2019072237, A PORTION OF LOT 1, H&H WESTROADS, LOTS 1 AND 2, ALL SUBDIVISIONS IN DOUGLAS COUNTY, NEBRASKA, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DOUGLAS COUNTY, NEBRASKA, ON MAY 6, 2019, AS INSTRUMENT NO. 201902858.

