




MISC 2014060758



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Misc. ⁴/₂ 73-42482-Rep2
 FEL 28.00 FB 73-42481-Rep1
 BKP _____ C/O _____ COMP SL
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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/6/2014 14:55:06.10

 2014060758

ENCROACHMENT LICENSE AGREEMENT

^{August} This Encroachment License Agreement (this "Agreement") is made and entered into this ^{4th} day of ~~July~~, 2014, by and between ROYCE GRAYHAWK, LLC, a Nebraska limited liability company ("Licensor"), and BSR 148 WEST MAPLE, LLC, a Nebraska limited liability company ("Licensee").

PRELIMINARY STATEMENT

Licensor is the owner of Lot 2, West Grayhawk Replat 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Licensor Property").

Licensee is the owner of Lot 1, West Grayhawk Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska ("Licensee Property").

The Licensor Property and the Licensee Property share a common boundary on the north side of Licensor Property and the south side of Licensee Property.

Licensor has permitted Licensee to install a trash enclosure on the Licensor Property in the area as depicted on Exhibit "A" attached to this Agreement (the "Permitted Improvements"). Licensor is willing to permit Licensee to maintain the Permitted Improvements on the Licensor Property in their existing location subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **License.** Licensor hereby grants to Licensee a perpetual license solely to maintain on the Licensor Property the Permitted Improvements and to maintain, repair and replace such Permitted Improvements, subject to the further terms and conditions of this Agreement (the "License").
2. **License Term.** The term of the License shall commence on the date of execution of this Agreement and shall terminate upon the earlier of: (i) such time as Licensee removes all or part of the Permitted Improvements and such Permitted Improvements are not replaced or reconstructed within six (6) months of such removal; or (ii) following breach of Licensee of its obligations under Sections 4, 5 and 6 of this Agreement, which breach is not cured within thirty (30) days of written notice of such breach from Licensor to Licensee. Licensor shall

Please return to:
 James D. Buser
 Pansing Hogan Ernst & Bachman, LLP
 10250 Regency Circle, Suite 300
 Omaha, Nebraska 68114

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have the right to file a notice of termination of this Agreement in the public records of Douglas County, Nebraska upon termination of the License provided herein.

3. **No Warranty.** Licensee acknowledges that the License granted herein is provided to Licensee as an accommodation and Licensors shall have no liability or obligation to perform any maintenance or provide any facilities or specific improvements to Licensee, such License being granted on an as-is where-as basis and without any warranty whatsoever, express or implied.
4. **Licensee Maintenance of Permitted Improvements.** Licensee shall at all times maintain the Permitted Improvements in good condition and repair with a neat and orderly appearance. In the event of damage or disrepair to the Permitted Improvements, Licensee shall promptly commence and complete repair and/or replacement. Upon expiration or termination of the License, Licensee shall, at Licensors request, remove the Permitted Improvements and restore the surface area to good condition.
5. **Indemnity.** Licensee shall indemnify, hold harmless and defend Licensors from and against, and Licensors shall not be liable to Licensee on account of any and all costs, expenses, liabilities, losses, damages, injuries, suits, actions, fines, penalties, demands or claims of any kind arising out of or in anyway connected with any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Licensors Property arising from the Licensees use of the Licensors Property.
6. **Insurance.** Licensee shall provide Licensors with a certificate of insurance acceptable to Licensors, evidencing in force liability and property damage insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Such certificate of insurance shall provide that Licensors is an additional insured to such policy. Such insurance shall be maintained by Licensee in full force and effect continuously during the term of the License.
7. **Independent Contractor.** The parties acknowledge and agree that neither Licensors nor Licensee is a servant, employee, joint venturer, partner, or authorized representative of the other party. Each party is, and shall remain, an independent contractor. Neither party shall have authority to and cannot, by representation or otherwise, obligate the other party to any agreement or liability.
8. **Miscellaneous.** This Agreement shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns of the Licensors Property and Licensee Property. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. Time is of the essence for purposes of this Agreement.

[Space Below Intentionally Left Blank –
Signature Page to Follow]

IN WITNESS WHEREOF, the parties have entered into this License Agreement to be effective as of the date and year first above written.

LICENSOR:

ROYCE GRAYHAWK, LLC, a Nebraska limited liability company

By: [Signature]
Printed Name: LAWRENCE R JAMES II
Title: MEMBER/MANAGER

LICENSEE:

BSR 148 WEST MAPLE, LLC, a Nebraska limited liability company

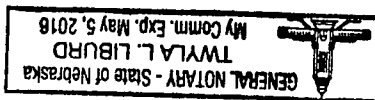
By: [Signature]
Printed Name: ARUN SHARMA
Title: PARTNER/OWNER

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of August, 2014, by Lawrence R. James, II, Manager of Royce Grayhawk, LLC, a Nebraska limited liability company, on behalf of the company.

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 5th day of August, 2014, by ARUN SHARMA, Owner of BSR 148 West Maple, LLC, a Nebraska limited liability company, on behalf of the company.

[Signature]
Notary Public

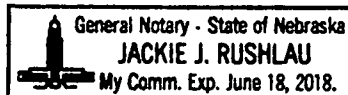
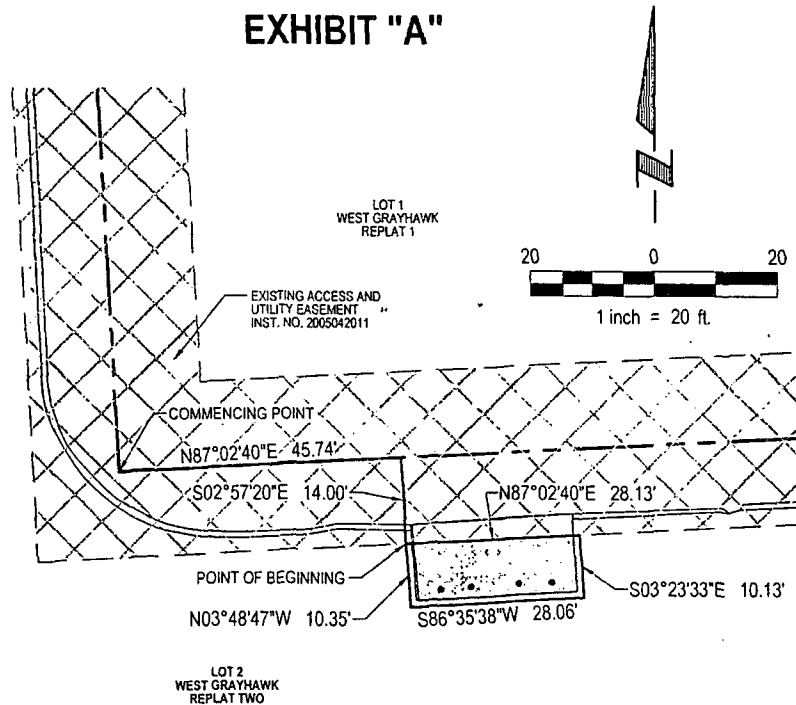


EXHIBIT "A"



LEGAL DESCRIPTION:

PART OF LOT 2, WEST GRAYHAWK REPLAT TWO, A SUBDIVISION LOCATED IN THE NE1/4 OF SECTION 11, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, WEST GRAYHAWK REPLAT 1, A SUBDIVISION LOCATED IN SAID NE1/4 OF SECTION 11, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID LOT 2, WEST GRAYHAWK REPLAT TWO; THENCE N87°02'40"E (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT 1, WEST GRAYHAWK REPLAT 1, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 2, WEST GRAYHAWK REPLAT TWO, A DISTANCE OF 45.74 FEET; THENCE S02°57'20"E, A DISTANCE OF 14.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF AN EXISTING ACCESS AND UTILITY EASEMENT RECORDED IN INSTRUMENT NO. 2005042011, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N87°02'40"E ALONG SAID SOUTHERLY BOUNDARY OF THE EXISTING ACCESS AND UTILITY EASEMENT RECORDED IN INSTRUMENT NO. 2005042011, A DISTANCE OF 28.13 FEET; THENCE S03°23'33"E, A DISTANCE OF 10.13 FEET; THENCE S86°35'38"W, A DISTANCE OF 28.06 FEET; THENCE N03°48'47"W, A DISTANCE OF 10.35 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 288 SQUARE FEET OR 0.007 ACRES, MORE OR LESS.



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: FCE Chkd by: *[Signature]* Scale: 1" = 20' Date: 02/24/2014
Job No.: P2011.192.002

TRASH ENCLOSURE

LOT 2, WEST GRAYHAWK REPLAT TWO
NE1/4 SECTION 11, T15N, R11E
DOUGLAS COUNTY, NEBRASKA