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

SKYWALK EASEMENT

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Kathryn Kovitz Arnold, Esq.
TAFT STETTINIUS & HOLLISTER LLP
111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601

SKYWALK EASEMENT

This Skywalk Easement ("Easement") is granted as of the 17th day of JUNE, 2016, by East Campus Realty, LLC, a Nebraska limited liability company ("Owner").

WHEREAS, the Owner is the owner of that certain property legally described on Exhibit A ("Building 7 Property") and that certain property legally described on Exhibit B ("Ramp A Property"); and

WHEREAS, Owner has constructed a pedestrian skywalk bridge from the Building 7 Property to Ramp A Property ("Bridge"); and

WHEREAS, the Bridge provides safe and convenient access to and from the Building 7 Property and the Ramp A Property; and

WHEREAS, Owner desires to grant an easement appurtenant to the Building 7 Property for use of the Bridge to allow pedestrian access over and through the Bridge on the terms and conditions set forth herein ("Easement").

NOW, THEREFORE, Owner grants and declares the following:

1. Recitals and Definitions. The recitals set forth above are true and correct and are incorporated herein by this reference. The owner or owners of the Building 7 Property will sometimes be referred to herein as the "Building 7 Owner" and the owner or owners of the Ramp A Property will sometimes be referred to herein as the "Ramp A Owner."

2. Bridge Easement. Owner hereby grants and conveys to the Building 7 Owner, its tenants, invitees, successors and assigns a perpetual, non-exclusive easement through the Bridge for purposes of pedestrian access over and through the Bridge and all activities incidental and related thereto to access the Ramp A Property from the Building 7 Property in the area depicted on Exhibit C.

3. Maintenance and Repairs. The Bridge shall be maintained and repaired by the Building 7 Owner and the Building 7 Owner hereby assumes any and all responsibility and liability with respect to, or arising from, or in any way associated with the operation and maintenance of the Bridge. The Building 7 Owner shall comply with all applicable laws, rules and regulations, including environmental requirements, in its maintenance, repair and operation of the Bridge. In the event the Building 7 Owner fails to maintain the Bridge in good condition and repair and in accordance with applicable laws and regulations, the Ramp A Owner may give the Building 7 Owner written notice thereof and the Building 7 Owner shall be obligated to conduct such maintenance and correct such deficiency within a reasonable period of time. In the event the Building 7 Owner fails to maintain the Bridge and correct any such deficiency within a reasonable time after such written notice by the Ramp A Owner, then the Ramp A Owner shall have the right, but not the obligation, to correct any such deficiency and the Building 7 Owner shall then reimburse the Ramp A Owner for the Ramp A Owner's reasonable expenses in connection therewith, no less than sixty (60) days after written request by the Ramp A Owner, failing which the full amount shall bear interest at the lesser of 16% per annum or the highest

rate allowed by law and shall become a lien in favor of the Ramp A Owner upon the Building 7 Property. Any such lien shall become effective upon the filing of a Claim of Lien by the Owner in the Office of the Register of Deeds of Douglas County, Nebraska and may be foreclosed in the manner provided by Nebraska law for the foreclosure of liens against real estate. The Ramp A Owner's conduct of remedial action shall not operate to impose any obligation, responsibility or liability whatsoever upon the Ramp A Owner. Furthermore, nothing herein operates to impose any obligation, responsibility or liability upon the Ramp A Owner with respect to the Building 7 Property or the operation or maintenance of the Bridge.

4. Termination. This Easement may be terminated (i) by mutual consent of the Building 7 Owner and the Ramp A Owner, (ii) by the Ramp A Owner upon default by the Building 7 Owner in accordance with Section 5 hereof, or (iii) by the Ramp A Owner upon redevelopment of the Ramp A Property by the Ramp A Owner. In the instance of (iii), Ramp A Owner shall be responsible for the removal of the Bridge at its sole cost and expense and shall repair any damage to the Building 7 Property caused by the removal. Except as otherwise agreed by said parties, in the instance of (i) and (ii) of the foregoing, the Building 7 Owner shall remove the Bridge within six (6) months after termination of this Easement, said removal to occur in compliance with any and all applicable rules, laws and regulations and at its sole cost and expense. If the Building 7 Owner fails to remove the Bridge within said six (6) month period, the Ramp A Owner, may do so and in such case, the Building 7 Owner shall reimburse the Ramp A Owner for the Ramp A Owner's reasonable expenses in connection therewith, no less than sixty (60) days after written request by the Ramp A Owner, failing which the full amount shall bear interest at the lesser of 16% per annum or highest rate allowed by law and shall become a lien in favor of the Ramp A Owner upon the Building 7 Property. Nothing herein obligates the Ramp A Owner to take any action to remove the Bridge and the Ramp A Owner's removal of the Bridge shall not operate to impose any obligation, responsibility or liability whatsoever upon the Ramp A Owner with respect to this Easement.

5. Defaults. Failure by either the Building 7 Owner or the Ramp A Owner to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Easement to be performed by each of them, respectively, shall constitute a default under this Easement, and (i) if such default is not cured or remedied within thirty (30) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default, or (ii) if such default cannot be reasonably cured or remedied within such thirty (30) day period, the defaulting party fails to commence to cure or remedy the default within such thirty (30) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Easement, at law and in equity, including without limitation, the right to terminate this Easement. Upon any such termination, this Easement and all rights and obligations created hereunder shall terminate and of no further force or effect, except as otherwise provided herein.

6. Litigation and Attorneys' Fees. In the event either party to this Easement should bring suit to enforce or interpret any provision hereof, each party shall be responsible for its own attorneys' fees, experts' fees and costs, in addition to any other relief granted as a result of such litigation.

7. Binding Effect. The Easement herein granted by the Owner shall run in favor of Building 7 Owner, its successor or assigns. The terms and conditions of this Easement shall run with the title to (i) the Ramp A Property and (ii) the Building 7 Property, and shall be binding upon and inure to the benefit of the Ramp A Owner, the Building 7 Owner and their respective successors and assigns.

8. Estoppel Certificate. The Building 7 Owner and the Ramp A Owner shall execute and deliver to each other, within fifteen (15) days of any written request therefor by the other party, a certificate addressed as indicated by the requesting party and stating: (i) whether this Easement is in full force and effect; (ii) whether this Easement has been modified or amended in any respect; (iii) whether there are any existing defaults hereunder known to the party executing the certificate, and specifying the nature thereof; and (iv) such other matters as may be reasonably requested.

9. Amendment. This Easement may not be terminated, modified or amended except by an instrument in writing signed by the Building 7 Owner and the Ramp A Owner.

10. Nebraska Condominium Act. In the event that any portion of the Building 7 Property or the Ramp A Property is submitted to the Nebraska Condominium Act (the "Condominium Act"), and or so long as such portion of the Building 7 Property or the Ramp A Property is subject to the provisions of the Condominium Act, all rights, easements and benefits under this Easement appurtenant to or enjoyed by that portion of the Building 7 Property or Ramp A Property shall be exercised by the Condominium Association established on behalf of the unit owners in such portion of the Building 7 Property or Ramp A Property, except for any provisions which are by their nature exercisable only by unit owners. Any action to enforce rights, obligations, easements, burdens and benefits under this Easement on behalf of the applicable unit owners or the applicable associations shall be exercised solely by the applicable association by its duly authorized officers acting pursuant to authority granted by law, the Condominium Declaration for such association or resolution of the Board of Directors of the association.

11. Maintenance and Repairs. The Building 7 Owner shall at all times clean, maintain and repair the Bridge at its sole cost and expense. The Building 7 Owner shall at all times maintain not less than \$5,000,000 of liability insurance coverage on the Bridge naming the Ramp A Owner as an additional insured, and shall provide the Ramp A Owner with certificates of insurance reasonably acceptable to the Ramp A Owner or copies of the insurance policies at all times. The Building 7 Owner shall be responsible for all security for the Bridge.

12. No Third Party Beneficiaries. The provisions of this Easement are for the exclusive benefit of the parties herein, their respective successors and assigns, and any other parties who are identified in this Easement as enjoying such rights and easements. Except as may otherwise be provided in this Easement, this Easement shall not be deemed to have conferred any rights, express or implied, upon any third person, including but not limited to the general public.

13. Indemnity. The Building 7 Owner shall indemnify, defend and hold the Ramp A Owner harmless, as well as its members, employees, managers, agents, successors and assigns from and against any and all claims, liability, loss, damage, costs and expenses (including

reasonable attorneys' fees and costs) for injury to person or death or property damage arising out of or resulting from the use of the Bridge.

14. Severability. If any sentence, phrase, paragraph, provision or portion of this Easement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

IN WITNESS WHEREOF, Owner has executed this Easement as of the day and year first written above.

East Campus Realty, LLC, a Nebraska
limited liability company

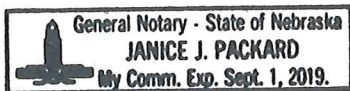
By:


Kenneth R. Cook
President

[illegible]

I, JANICE J. PACIACO, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth R. Cook, President of EAST CAMPUS REALTY, LLC, a Nebraska limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the company, for the uses and purpose therein set forth.

GIVEN, under my hand and Notarial Seal this of 17 day of JUNE, 2016.




Notary Public

EXHIBIT A

BUILDING 7 PROPERTY

LOT 4, MIDTOWN CROSSING AT TURNER PARK, A SUBDIVISION, AS SURVEYED,
PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

EXHIBIT B

RAMP A PROPERTY

LOT 3, MIDTOWN CROSSING AT TURNER PARK, A SUBDIVISION, AS SURVEYED,
PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

EXHIBIT C
BRIDGE EASEMENT

See attached

EASEMENT EXHIBIT

AN EASEMENT FOR A SKYWALK OVER THAT PART OF LOT 3, MIDTOWN CROSSING AT TURNER PARK, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3;

THENCE SOUTH 87°37'12" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF MIDTOWN CROSSING AT TURNER PARK) FOR 242.25 FEET ON THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 37°19'32" WEST FOR 18.54 FEET;

THENCE SOUTH 03°54'37" EAST FOR 0.69 FEET TO THE NORTH BUILDING LINE OF A PARKING GARAGE ON SAID LOT 3;

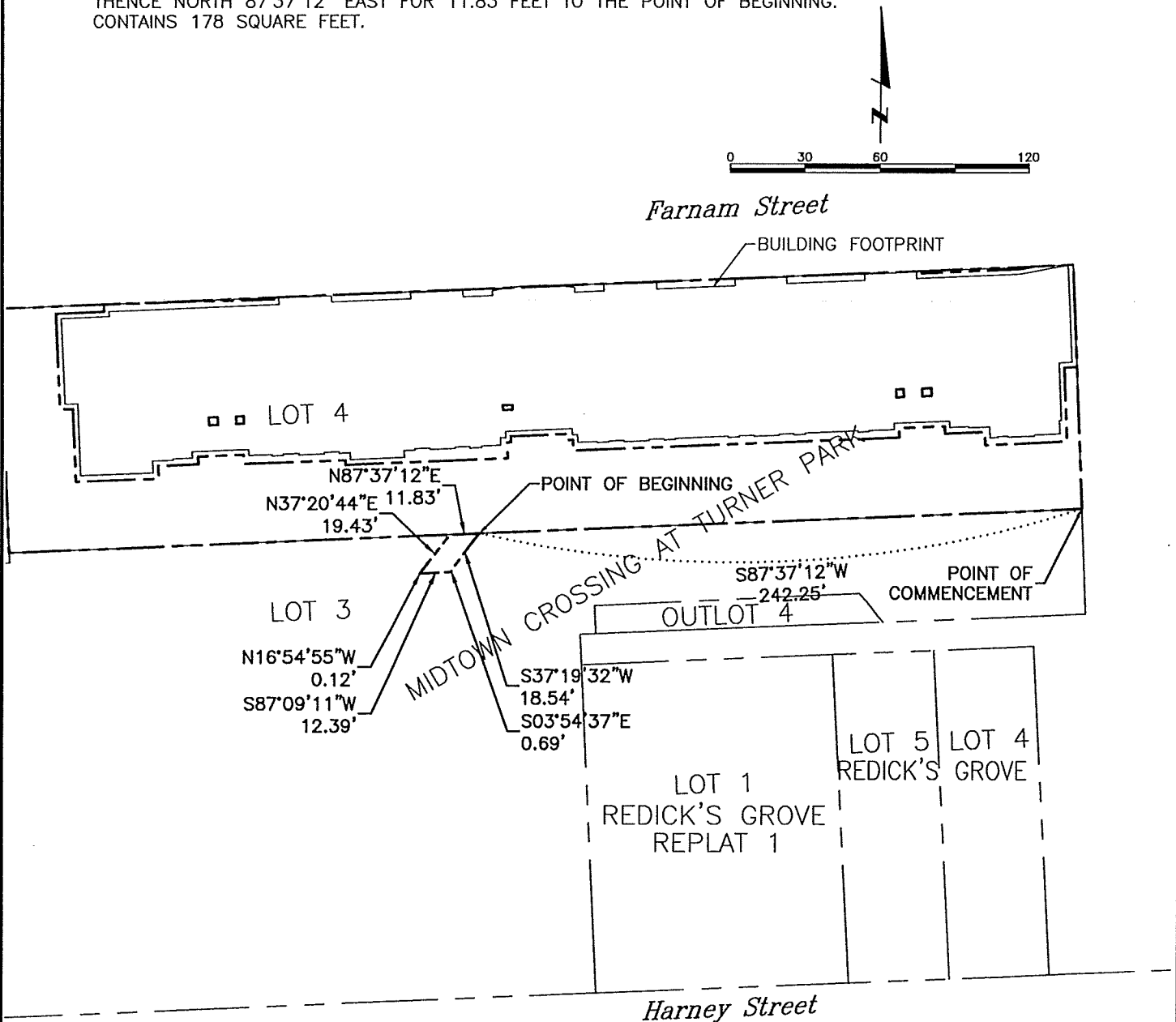
THENCE SOUTH 87°09'11" WEST FOR 12.39 FEET ALONG SAID NORTH BUILDING LINE;

THENCE NORTH 16°54'55" WEST FOR 0.12 FEET;

THENCE NORTH 37°20'44" EAST FOR 19.43 FEET TO THE NORTH LINE OF SAID LOT 3;

THENCE NORTH 87°37'12" EAST FOR 11.83 FEET TO THE POINT OF BEGINNING.

CONTAINS 178 SQUARE FEET.



LAMP RYNEARSON
& ASSOCIATES

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