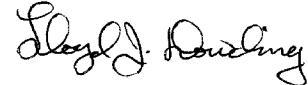


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SUBMITTED_KOLEY JESSEN P.C., LLO

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2016-24525

2016 Sep 27 08:32:01 AM



REGISTER OF DEEDS



SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION

RETURN TO: Heather L. Boozikee
Koley Jessen P.C., L.L.O.
1125 South 103rd Street, Suite 800
Omaha, NE 68124

TITLE OF DOCUMENT: Cross Access Easement Agreement

LEGAL DESCRIPTIONS:

Tax Lot 1, located in the West Half of the Northwest Quarter of Section 2, Township 13 North, Range 11 East, of the 6th P.M., Sarpy County, Nebraska

Lot 1, Oxbow Way Replat 1, as surveyed, platted and recorded in Sarpy County, Nebraska

CROSS ACCESS EASEMENT AGREEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT is made and entered into this 12th day of September, 2016 (the "Agreement"), by and between EDGE BUSINESS CONTINUITY CENTER, L.L.C., an Iowa limited liability company ("Edge") and LINCOLN ROAD, LLC, a Nebraska limited liability company ("Lincoln Road").

RECITALS

WHEREAS, Edge owns certain real estate more particularly described on Exhibit "A" attached hereto (the "Edge Parcel");

WHEREAS, Lincoln Road owns certain real estate more particularly described on Exhibit "B" attached hereto (the "Lincoln Road Parcel" and together with the Edge Parcel, the "Parcels");

WHEREAS, the parties to this Agreement intend to construct a shared access driveway on the common lot line between the Edge Parcel and the Lincoln Road Parcel for vehicular access to Schram Road and the internal drives on the respective Parcels; and

WHEREAS, the City of Papillion, Nebraska and/or Sarpy County, Nebraska requires, as a condition of site plan approval and granting of a building permit for construction on each of the Parcels, that a cross easement agreement be executed and recorded to provide for such shared access drive.

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, (a) Edge hereby grants and conveys to Lincoln Road a permanent, non-exclusive shared access drive easement over, under, through and across the following described portion of the Edge Parcel: See Exhibit "C" attached hereto (the "Edge Parcel Easement Area") and (b) Lincoln Road hereby grants and conveys to Edge a permanent, non-exclusive shared access drive easement over, under, through and across the following described portion of the Lincoln Road Parcel: See Exhibit "D" attached hereto (the "Lincoln Road Easement Area" and, together with the Edge Parcel Easement Area, the "Easement Area").

This Agreement shall be subject to the following terms and conditions:

1. **CONSTRUCTION OF THE DRIVEWAY WITHIN THE EASEMENT AREA.** Lincoln Road shall, at its expense and in connection with other development and construction work on the Lincoln Road Parcel, construct a 26 feet wide, seven (7) inch deep concrete driveway, with such additional width at its intersection with Schram Road right-of-way as is customary (or as may be required by Sarpy County, Nebraska or the City of Papillion, Nebraska) to provide for vehicular turning movements in entering and exiting a public street, approximately in the middle of the Easement Area (the "Driveway"), in a good and workmanlike manner and in substantial compliance with applicable regulations for public driveway connections with public streets.

2. CONTRIBUTION TO COSTS OF CONSTRUCTION. At such time as a Certificate of Occupancy has been issued for the Edge Parcel, the owner of the Edge Parcel shall be responsible for and shall pay the Edge Parcel's Share (as defined below) of any construction, engineering, and related costs (collectively, "Construction Costs") of the Driveway on the Jointly Utilized Easement Area. For purposes of this Agreement, the term "Jointly Utilized Easement Area" means that portion of the Easement Area measured from the intersection of the Easement Area and Schram Road to the southern boundary of the Edge Parcel's access point to the Easement Area. The owner of the Edge Parcel shall pay to the owner of the Lincoln Road Parcel an amount equal to one-half (1/2) of the original Construction Costs for the Jointly Utilized Easement Area, such Construction Costs amortized on a straight line basis over a 15-year period commencing on the first day of the month following the month in which the Driveway is placed in service.

3. CALCULATION OF CONSTRUCTION COSTS. For the avoidance of doubt, the calculation of the Edge Parcel's payment obligations for a Construction Cost or Maintenance Cost (each such item, a "Cost Incurred") for the Easement Area shall be calculated as follows:

(a) Divide the number of linear square feet of the Jointly Utilized Easement Area by the number of linear square feet of the Easement Area (such quotient, the "Jointly Utilized Percentage Amount");

(b) Multiply the Jointly Utilized Percentage Amount by any Cost Incurred (such result, the "Jointly Utilized Cost Amount");

(c) Divide the Jointly Utilized Cost Amount by two (such quotient, "Edge Parcel's Share").

The owner of the Lincoln Road Parcel shall be liable for the difference of any Cost Incurred minus the Edge Parcel's Share of any Cost Incurred.

4. USE OF THE EASEMENT AREA. The Easement Area shall be used for the purpose of constructing, reconstructing, repairing, enlarging and maintaining a shared driveway access to Schram Road.

5. MAINTENANCE OF EASEMENT. So long as only one of the Parcels is developed, the owner of that Parcel shall maintain, repair and replace the Driveway on the entire Easement Area, as needed, including removal of snow, ice, and debris therefrom (all such items the "Maintenance Costs"), at such owner's sole expense. At such time as a Certificate of Occupancy has been issued on the second Parcel, then the owners of the two Parcels shall be jointly and severally liable for the Maintenance Costs of the Jointly Utilized Easement Area. The owner of the Edge Parcel shall, after the issuance of a Certificate of Occupancy for the Edge Parcel, pay to the owner of the Lincoln Road Parcel its share of any Maintenance Cost (as calculated below) within 30 days of receipt of written or electronic notice and evidence of the incurrence of a Maintenance Cost.

6. OBSTRUCTIONS PROHIBITED. No structure, material, device, thing, or matter which could possibly obstruct or impede the usage of the Driveway located in the

Easement Area shall be constructed in the Easement Area without the written consent of the owner of the Parcels.

7. **CHANGE OF GRADE PROHIBITED.** After the initial construction of the Driveway, neither owner of the Parcels shall change the grade, elevation or contour of any part of the Easement Area located on the other owner's Parcel or make any modifications to the Driveway within that portion of the Easement Area located on the other owner's Parcel without obtaining the prior written consent of the owner of the other Parcel, which consent shall be in such owner's sole discretion.

8. **EASEMENT RUNS WITH LAND.** This Agreement shall be deemed to run with the land and shall be binding on Edge and Lincoln Road and their respective successors and assigns.

9. **MISCELLANEOUS PROVISIONS.**

(a) Each party does hereby covenant with the other that it holds its Parcel described in this Agreement by Title in Fee Simple; that such party has good and lawful authority to convey the easement granted hereunder; and said party covenants to warrant and defend the easement granted by it against the lawful claims of all persons whomsoever.

(b) Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

(c) Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

(d) Nothing in this Agreement shall be interpreted or deemed to have granted the general public the right to use the Driveway constructed in the Easement Area. The Driveway and the Easement Area are for the sole benefit of the owners and occupants of the projects developed on either or both of the Parcels, and their respective successors and their tenants and their respective officers, employees, invitees and guests, and for access to the Parcels by emergency vehicles and emergency personnel when responding to an emergency at one of the Parcels.

(e) Each owner of a Parcel shall indemnify and hold the other owner harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such indemnifying owner, its contractors, employees, permittees, agents, or others acting on behalf of such owner.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES TO FOLLOW.]

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

EDGE BUSINESS CONTINUITY CENTER, L.L.C., an Iowa limited liability company

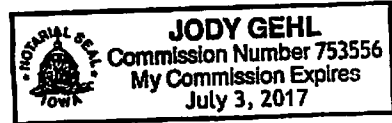
By: Jeffrey C. Springborn

Name: Jeffrey C. Springborn

Title: Manager

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Polk) ss



This instrument was acknowledged before me on September 12, 2016, by Jeffrey Springborn of EDGE BUSINESS CONTINUITY CENTER, L.L.C., an Iowa limited liability company, on behalf of the company.

Jody Gehl
Notary Public

LINCOLN ROAD, LLC, a Nebraska limited liability company

By: Ram Hingorani

Name: Ram Hingorani

Title: MANAGER

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF Sarpy) ss

This instrument was acknowledged before me on September 22, 2016, by Ram Hingorani Manager of LINCOLN ROAD, LLC, a Nebraska limited liability company, on behalf of the company.

Michelle Halstead
Notary Public

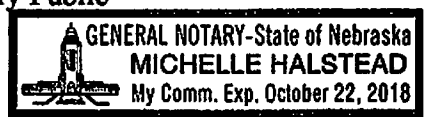


EXHIBIT "A"

Edge Parcel

**Tax Lot 1, located in the West Half of the Northwest Quarter of Section 2,
Township 13 North, Range 11 East, of the 6th P.M., Sarpy County, Nebraska**

EXHIBIT "B"

Lincoln Road Parcel

**Lot 1, Oxbow Way Replat 1, as surveyed, platted and recorded in Sarpy County,
Nebraska**

EXHIBIT "C"

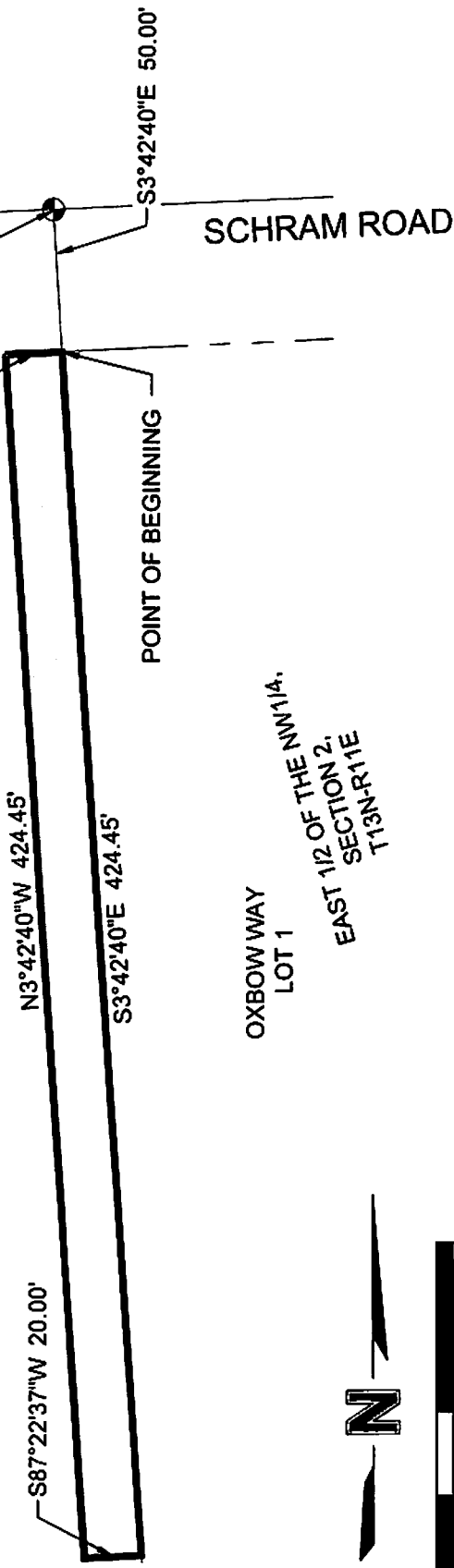
Edge Parcel Easement Area

See Next Page

WEST 1/2 OF THE NW1/4,
SECTION 2,
T13N-R11E

TAX LOT 1

COMMENCING POINT
NORTHEAST CORNER OF THE
WEST 1/2 OF THE NW1/4 OF
SECTION 02-T13N-R11E
N87°22'37"E 20.00'



SCHRAM ROAD

OXBOW WAY
LOT 1
EAST 1/2 OF THE NW1/4,
SECTION 2,
T13N-R11E



SCALE IN FEET

LEGAL DESCRIPTION

A PERMANENT ACCESS EASEMENT LOCATED IN TAX LOT 1, BEING A PART OF THE WEST HALF OF THE NORTHWEST QUARTER SECTION 2, TOWNSHIP 13 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE ON THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER ON AN ASSUMED BEARING OF S03°42'40"E, 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY S03°42'40"E ON SAID WEST HALF OF THE NORTHWEST QUARTER, 424.45 FEET; THENCE S87°22'37"W, 20.00 FEET; THENCE N03°42'40"W, 424.45; THENCE N87°22'37"E, 20.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 8,489.00 SQ. FT. OR 0.195 ACRES MORE OR LESS.

PROJECT NO: 014-3200

DRAWN BY: JPF

DATE: 10/28/2015

**PERMANENT ACCESS
EASEMENT EXHIBIT**

2111 South 67th Street, Suite 200
Omaha, NE 68106
© TEL 402.341.1116
ASSOCIATES FAX 402.341.5695



EXHIBIT

1

EXHIBIT "D"

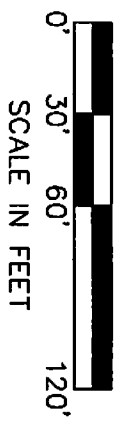
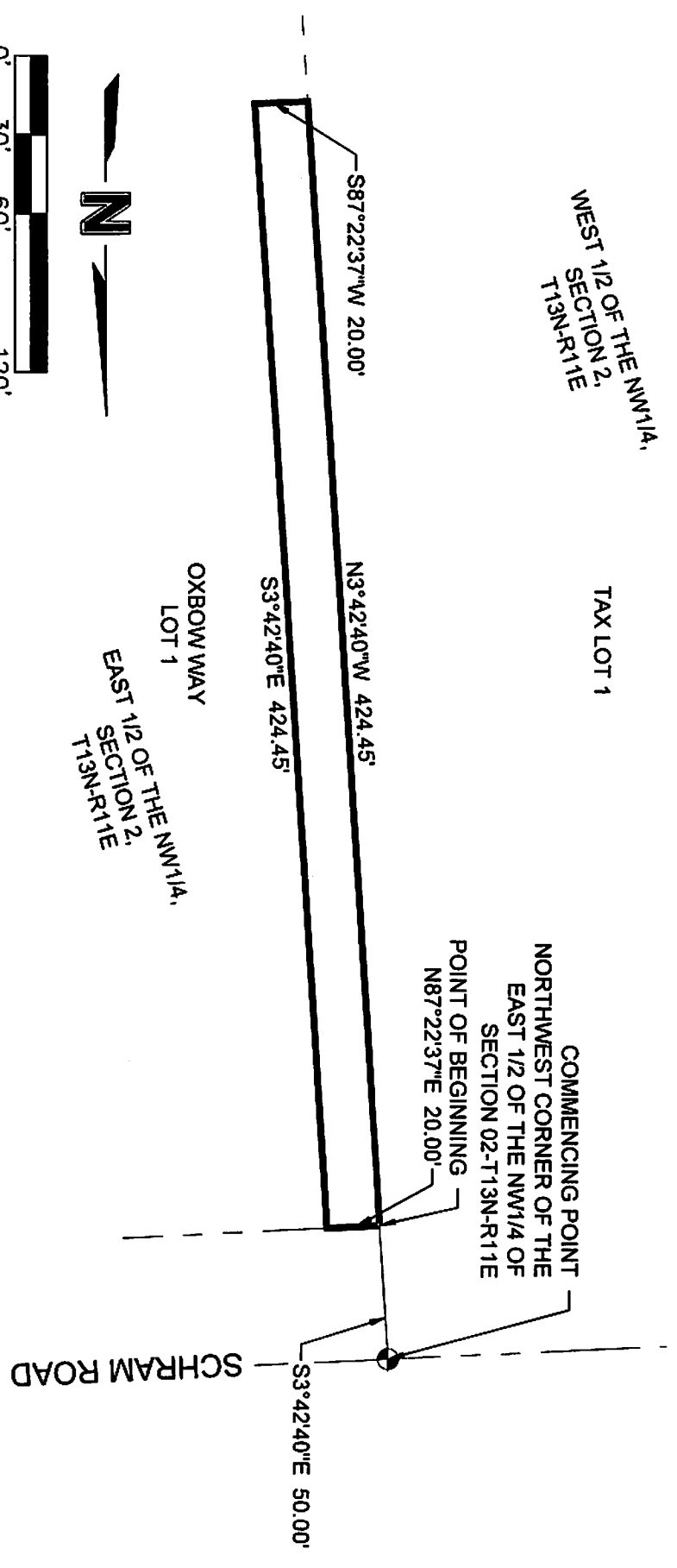
Lincoln Road Parcel Easement Area

See Next Page

WEST 1/2 OF THE NW1/4,
 SECTION 2,
 T13N-R11E

TAX LOT 1

COMMENCING POINT
 NORTHWEST CORNER OF THE
 EAST 1/2 OF THE NW1/4 OF
 SECTION 02-T13N-R11E
 POINT OF BEGINNING
 N87°22'37"E 20.00'



LEGAL DESCRIPTION

A PERMANENT ACCESS EASEMENT LOCATED IN LOT 1, OXBOW WAY REPLAT 1, A SUBDIVISION LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 11 EAST, OF THE 6TH P.M., CITY OF PAPPILLON, SARPY COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE ON THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER ON AN ASSUMED BEARING OF S03°42'40"E, 50.00 FEET TO THE POINT OF BEGINNING; THENCE N87°22'37"E, 20.00 FEET; THENCE S03°42'40"E, 424.45 FEET; THENCE S87°22'37"W, 20.00 FEET TO A POINT ON SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER; THENCE N03°42'40"W ON SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER, 424.45 TO THE POINT OF BEGINNING.

SAID PERMANENT ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 8,489.00 SQ. FT. OR 0.195 ACRES MORE OR LESS.

PROJECT NO:	014-3200	PERMANENT ACCESS EASEMENT EXHIBIT		2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402 341 1116 FAX 402 341 5895	EXHIBIT
DRAWN BY:	JPF				1
DATE:	10/28/2015				