

COUNTER LM C.E. LM
VERIFY LM D.E. LM
PROOF an
FEES \$ 34.00
CHECK# 7319
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2017-07067

03/31/2017 9 55:58 AM

Clay J. Dowling

REGISTER OF DEEDS



After recording, return to:

R+R
Martin P Pelster
Croker, Huck, Kasher, DeWitt,
Anderson & Gonderinger, L.L.C.
2120 South 72nd Street, Suite 1250
Omaha, Nebraska 68124-2356

MUTUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS.

This Mutual Easement made this 31 day of March, 2017, between **Stapel Group, LLC**, a Nebraska limited liability company, hereinafter referred to as "Stapel Group", and **Walnut Acres, L.L.C.**, a Nebraska limited liability company, hereinafter referred to as "Walnut Acres".

WHEREAS, Stapel Group is seized of an estate in fee simple of a parcel of land described as Lot 1, Brook Valley II Business Park Replat Four, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (sometimes referred to herein as the "Harrison Group Property"); and

WHEREAS, Walnut Acres is seized in fee simple of another parcel of land immediately adjacent to the Stapel Group Property described as Lot 18, Brook Valley II Business Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (sometimes referred to herein as the "Walnut Acres Property"); and

WHEREAS, said properties are adjacent to each other so that the west line of the Stapel Group Property forms the east line of the Walnut Acres Property; and

WHEREAS, the property line of said property splits the access lane from such properties to Centennial Street; and

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WHEREAS, the parties hereto, in consideration of the sum of One Dollar (\$1.00) in hand paid each to the other, over the easement hereinafter described, have agreed to grant each other an easement of right of way along a portion of said adjoining boundary line.

NOW, THEREFORE, and pursuant to said agreement and for and in consideration of the sum of One Dollar (\$1.00) paid by each of the parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. Grant by Stapel Group. Stapel Group hereby grants to Walnut Acres, their successors and assigns, an easement and right of way, together with the full and free right for them and their tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereafter with or without automobiles or other vehicles or on foot, for the purpose of ingress and egress to and from any portion of the Walnut Acres Property described herein and for all other purposes connected with the use of said property, to pass and repass along and over a strip of land extending upon and along the west boundary line of the Stapel Group Property (immediately adjacent to the east boundary line of the Walnut Acres Property) as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Grant by Walnut Acres. Walnut Acres hereby grants to Stapel Group, its successors and assigns, an easement and right of way, together with the full and free right for it and its tenants, servants, visitors and licensees, heirs, successors, and assigns in common with all others having the like right, at all times hereafter with or without automobiles or other vehicles or on foot, for the purpose of ingress and egress to and from any portion of the Stapel Group Property as described herein and for all other purposes connected with the use of said property, to pass and repass along and over a strip of land upon and along the east property boundary line of the Walnut Acres Property (immediately adjacent to the west boundary line of the Stapel Group Property) as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. Appurtenant. It is further understood and agreed that the easements granted herein are to be held by the respective grantees, his, her and their heirs, successors, and assigns as appurtenant to the land owned by the respective grantees and shall run with the land.

4. Maintenance. It is further understood and agreed that the parties will maintain their respective properties located within the easement area granted by each party to the other, in accordance with appropriate standards for parking lot construction as may be found in the general area and vicinity of the easements, and shall keep the such easement area free and clear of snow and other impediments as shall occur and be required from time to time and at all times.

5. Duplicate Copy. This Agreement has been executed in duplicate by all parties and each executed copy thereof shall be considered an original.

6. Injunctive Relief. It is agreed the parties hereto, their successors and assigns, shall be allowed to obtain from a court of competent jurisdiction, injunctive relief for the enforcement of their respective rights included in paragraph 4 and otherwise in this Agreement against the parties, their successors and assigns, in the event the agreed performances are not completed in a timely fashion. The parties, their successors and assigns, shall have all other rights and remedies allowed by law, in addition to the right to injunctive relief.

7. Heirs and Assigns. This agreement shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the land of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Stapel Group, LLC, a Nebraska limited liability company,

By: Theodore J. Pelster
Theodore J. Pelster, Manager

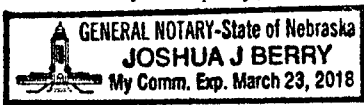
Walnut Acres, Inc., a Nebraska corporation,

By: Theodore J. Pelster
Theodore J. Pelster, Manager

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

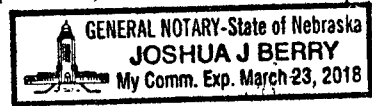
The foregoing instrument was acknowledged before me this 31 day of March, 2017, by Theodore J. Pelster, Manager of Stapel Group, LLC, a Nebraska limited liability company, on behalf of the company.



Notary Public [Signature]

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 31 day of March, 2017, by Theodore J. Pelster, Manager of Walnut Acres, Inc., a Nebraska corporation, on behalf of the company.

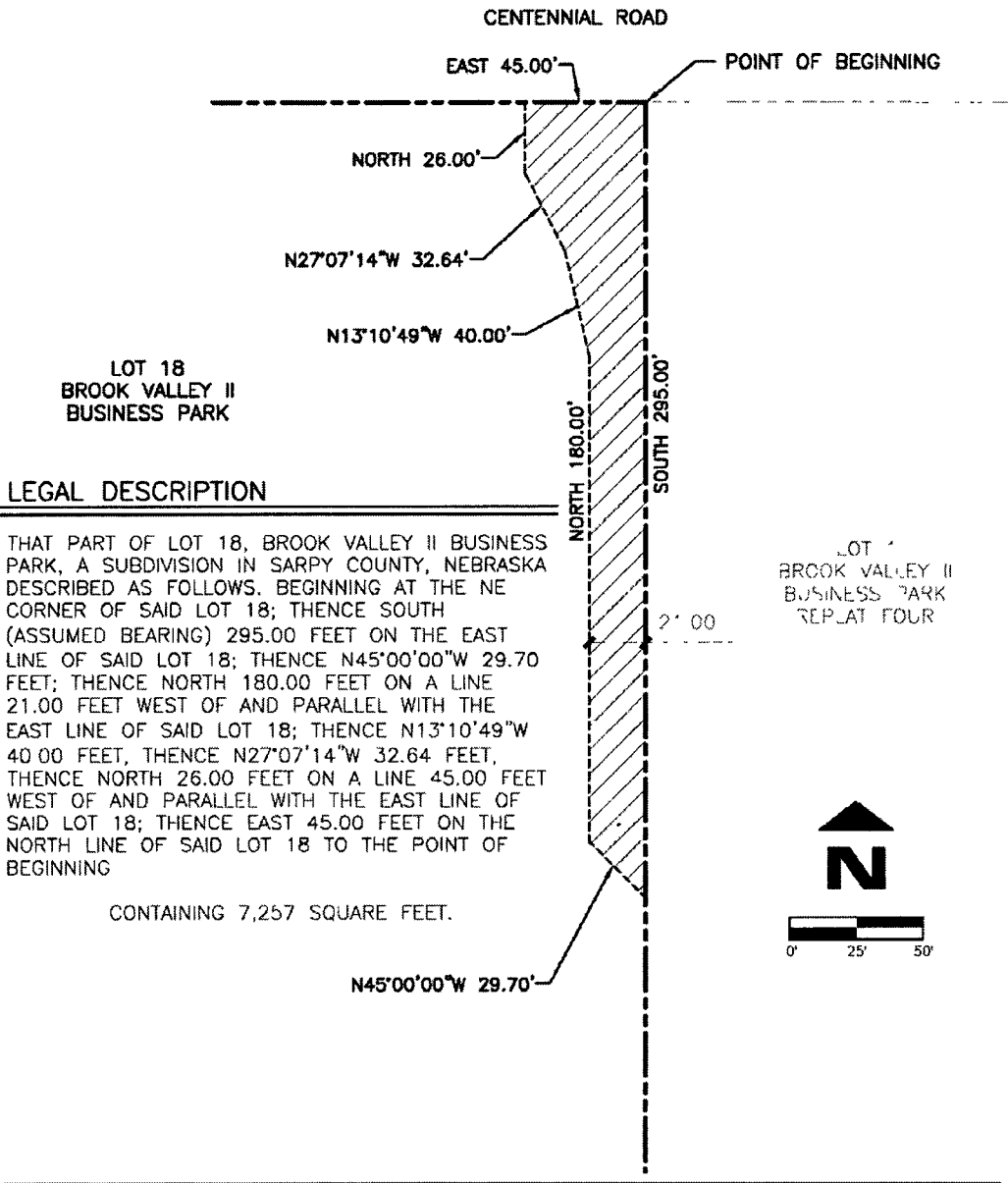


Notary Public [Signature]

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EXHIBIT "A"

3/25/20 7:32 AM DWG: NTEF H:\2020\2019 160 Water Construction - all 1 Brook Valley II Business Park Replat 4\Drawings\2019-160 EX 2.dwg

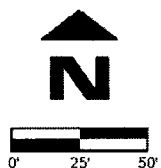


LEGAL DESCRIPTION

THAT PART OF LOT 18, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS. BEGINNING AT THE NE CORNER OF SAID LOT 18; THENCE SOUTH (ASSUMED BEARING) 295.00 FEET ON THE EAST LINE OF SAID LOT 18; THENCE N45°00'00"W 29.70 FEET; THENCE NORTH 180.00 FEET ON A LINE 21.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 18; THENCE N13°10'49"W 40.00 FEET, THENCE N27°07'14"W 32.64 FEET, THENCE NORTH 26.00 FEET ON A LINE 45.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 18; THENCE EAST 45.00 FEET ON THE NORTH LINE OF SAID LOT 18 TO THE POINT OF BEGINNING

CONTAINING 7,257 SQUARE FEET.

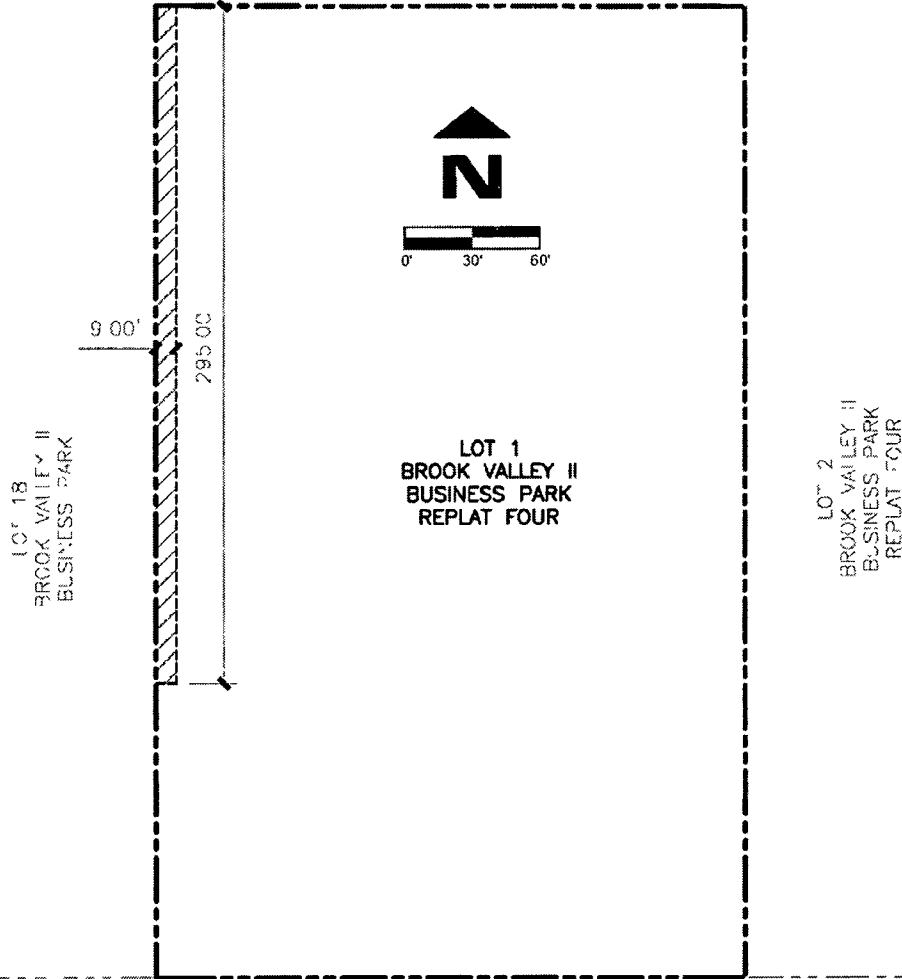
LOT 1
BROOK VALLEY II
BUSINESS PARK
REPLAT FOUR



	Job Number 2019-160 EX 2	Date 03/07/2017	<h2>EXHIBIT "A"</h2>
	thompson, dreessen & dörner, inc	Drawn By MRS	
	10836 Old Mill Rd	Reviewed By DHN	
	Omaha, NE 68154	Revision Date	
p 402 330 8860 f 402 330 5868 td2co.com			Book Page

2017-07067 A

CENTENNIAL ROAD



LEGAL DESCRIPTION

THE WEST 9.00 FEET OF THE NORTH 295.00 FEET OF LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT FOUR, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

CONTAINING 2,655 SQUARE FEET

	Job Number 2019-160 EX 1 thompson dreesen & dornier, inc 10836 Old Mill Rd Omaha, NE 68154 p 402 330 8860 f 402 330 5866 td2co.com	Date 03/07/2017 Drawn By. MRS Reviewed By DHN Revision Date	EXHIBIT "A"	Book Page