

MISC 2016020752



MAR 24 2016 10:15 P 5

5/2 misc

FEE 24.00 FB 58-25658
BKP _____ C/O _____ COMP MJ
DEL _____ SCAN _____ FV _____

B

When filed return to:

Michael Shramek, Loreto LLC
8930 S. 137th Circle, Suite 2
Omaha, NE 68138
(402) 891-9455

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
3/24/2016 10:15:08.60



2016020752

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement is made this 29 day of January, 2016, by Loreto, LLC, a Nebraska limited liability company ("Loreto"), as the owner of the servient estate and the dominant estate ("Grantee").

RECITALS

A. Loreto owns real property commonly known as 2334 North 90th Street, Omaha, Nebraska, and legally described as:

The Shoppes at Loreto, Lot 2, Omaha, Douglas County, Nebraska (the "Property").

B. Loreto is undergoing a lot split to subdivide the Property into two (2) lots, to be known as Lot 1, The Shoppes at Loreto Replat 1, Omaha, Douglas County, Nebraska ("Lot 1") and Lot 2, The Shoppes at Loreto Replat 1, Omaha, Douglas County, Nebraska ("Lot 2"), as generally depicted on the attached and incorporated Exhibit "A".

C. Loreto desires to establish a permanent utility easement across a portion of Lot 2 for the benefit of Lot 1.

D. Loreto, as the owner of Lot 2, and any successors or assigns as the owner of Lot 2 (the owner of Lot 2 referred to herein as the "Grantor") grants the Easement set forth herein to Loreto, as the Owner of Lot 1, and any successors or assigns as the owner of Lot 1 (the owner of Lot 1 referred to herein as the "Grantee").

NOW THEREFORE, in consideration of the benefits described herein, and in further of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, and other valuable consideration, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor does hereby convey to Grantee, its successors and assigns, a non-exclusive, perpetual utility easement in and under the Easement Area (as defined below) to construct, reconstruct, maintain, inspect, repair, replace, improve, operate, use and remove underground utility service lines and associated improvements to serve Lot 1, along with the right to enter onto Lot 2 and the Easement Area for purposes of constructing, reconstructing, maintaining, repairing, replacing, improving, operating, using, and removing the utility service lines in and under the Easement Area. This Easement further grants to Grantee the right to perform any such activities necessary to connect the service lines and other improvements to the utility facilities and improvements located in the Easement Area and to otherwise carry out the intent of the Easement.

2. **Easement Area.** The parties agree that the Easement Area shall be that area depicted as the "Utility Easement" on Exhibit "A" attached hereto and incorporated by this reference (the "Easement Area").

3. **Binding Effect.** The grant of this easement shall be appurtenant to and run with the land, including future subdivisions and/or reconfigurations of such properties, and shall be binding on all entities having or acquiring any right, title or interest in such properties and shall inure to the benefit of each owner thereof, and shall be binding upon the heirs, executors, administrators, successors and assigns of Grantor herein. Grantee and its successors and assigns, shall be entitled to use and enjoy the easement granted by Grantor herein.

4. **Maintenance.** Grantee shall maintain and keep in good repair the utility services located in the Easement Area. After construction, Grantor shall remain solely responsible for maintenance of the surface of the Easement Area with respect to any items unrelated to the utility services. If Grantee is required to remove the surface of the Easement Area to access the utility improvements, Grantee shall not be liable for any damage to, and shall not be responsible for the reconstruction or replacement of, any landscaping, paving, or other surface improvements or conditions of the Easement Area used or installed by Grantor.

5. **Grantor's Limitations.** The Grantor shall not be permitted to construct or permit to be constructed any structure on, over, or within the Easement Area without first securing the prior written consent of Grantee, which consent may be withheld in Grantee's sole and absolute discretion. Provided, however, Grantor shall have the right to pave the surface of the Easement Area and use the Easement Area as a driveway or parking lot, subject to Grantee's rights set forth herein.

6. **Liability.** The sole rights granted herein are the rights to use the Easement Area for the purposes described herein, and each party shall be liable to the other party for any damage caused by the use of the Easement Area by them or their employees, invitees, agents, successors or assigns, except as expressly limited by the terms of this Easement.

7. **Termination.** This Easement Agreement shall not be released, terminated, revoked, amended, or modified in any manner, without written consent of the parties. Any purported release, termination, revocation, amendment, or modification without such written consent shall be null and void and of no force and effect.

8. **Further Assurances.** Each undersigned party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Easement.

9. **Nonmerger.** Loreto, as Grantor and Grantee, has executed this easement with the specific intention of establishing an easement appurtenant to the land enforceable against itself and all future owners of Lot 1 and Lot 2. The easement shall not merge with and into the fee estate due to common ownership of the Property and the easement shall not terminate except as provided in paragraph 7 of this Agreement.

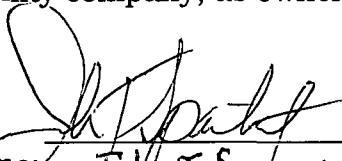
Dated as of the day first above written.

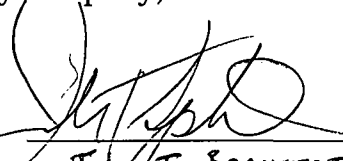
“GRANTOR”

“GRANTEE”

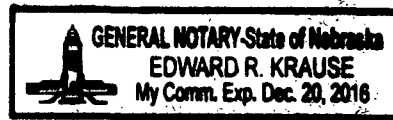
LORETO, LLC, a Nebraska limited liability company, as owner of Lot 2

LORETO, LLC, a Nebraska limited liability company, as owner of Lot 1

By: 
 Name: John T Spavstat
 Title: Managing Partner

By: 
 Name: John T. Spavstat
 Title: Managing Partner

STATE OF NEBRASKA)
) ss.
 COUNTY OF Douglas)

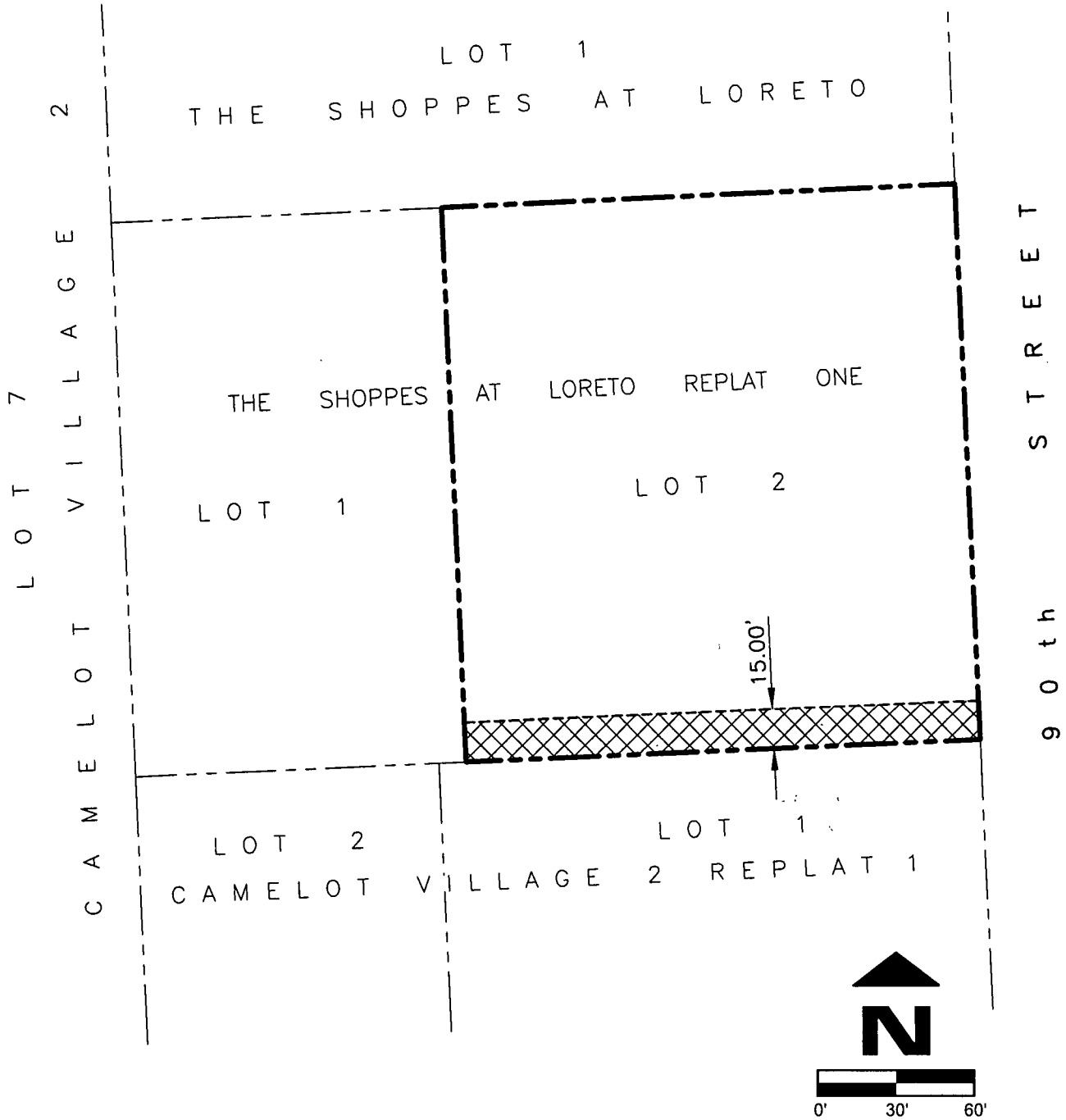


The foregoing instrument was acknowledged before me this 29th day of January, 2016, by John T Spavstat, Manager of Loreto, LLC, a Nebraska limited liability company, on behalf of the company, as both Grantor and Grantee.


 Notary Public

EXHIBIT "A"
EASEMENT AREA

4821-6519-7101, v. 1



LEGAL DESCRIPTION

THE SOUTH 15.00 FEET OF LOT 2, THE SHOPPES AT LORETO REPLAT ONE,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

	Job Number: 1970-147-EX6 thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Date: JANUARY 22, 2016 Drawn By: RJR Reviewed By: DHN Revision Date:	<h1>EXHIBIT " A "</h1>	Book Page
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