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Rita M. Mundil  
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By *Rita M. Mundil*  
CM

NEBRASKA DOCUMENTARY STAMP TAX	
Date	2013-0163
\$ Exempt	By <i>C. M. Mundil</i>

EASEMENT AGREEMENT

513247

STATE OF NEBRASKA  
COUNTY OF COLFAX

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§

KNOW ALL MEN BY THESE PRESENTS:

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is entered into by and between DOWD GRAIN COMPANY, INC., a Nebraska corporation ("Seller") and SCHUYLER HOTEL GROUP LLC, a Nebraska limited liability company ("Buyer"), and is effective upon recording.

WHEREAS, Seller is the owner of the property being described as; Lots 3 and 4, Schuyler Commercial Subdivision, Replat One (the "Seller Property");

WHEREAS, Buyer is the owner of the property being described as; Lot 2, Schuyler Commercial Subdivision, Replat One (the "Buyer Property"), which, as of the date of recording, was purchased from Seller; and

WHEREAS, as part of the agreement between Buyer and Seller, the parties hereto are desirous of entering into an agreement providing for the easements and covenants as herein described.

NOW, THEREFORE, for good and valuable consideration, and for the covenants granted herein, the receipt and sufficiency of which is hereby acknowledged by the parties, Buyer and Seller hereby agree as follows:

1. Access Easement. Buyer hereby grants and conveys to Seller, for the benefit of and as an appurtenance to the Seller Property, a non-exclusive, perpetual easement over and across the east 28 feet of the west 58 feet of Lot 2 Schuyler Commercial Subdivision, Replat One ("Access Easement") for the purposes of pedestrian and vehicular access, ingress and egress.

2. Construction and Maintenance Expense. Buyer shall construct the Access Easement at Buyer's expense and shall be responsible for the construction cost of a concrete drive and any other improvements on or to the Access Easement. After completion of construction of the Access Easement, Buyer shall be responsible for all costs of maintenance and repair of the Access Easement. Each party shall maintain its own parcel in good repair and at its own cost.

3. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its parcel or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

4. Impediment to Access. Buyer and Seller agree that each party shall be prohibited from relocating the Access Easement and/or the curb cut associated with the Access Easement, without the other's prior written consent. Neither party shall construct improvements over the Access Easement (excluding paving), or block, or interfere with, access over and across the Access Easement. During maintenance of the Access Easement or any easement area, the Access Easement shall be kept clear so as not to unreasonably interfere with vehicular and pedestrian access.

513247

5. Indemnification. Each party utilizing the Access Easement provided for herein shall indemnify, save and hold the other parties utilizing said Access Easement harmless from any loss, claim or liability arising out of, or attributable to its use, construction, maintenance, and occupation of the Access Easement.

6. Self-help. In addition to all other remedies available at law or in equity, upon the failure of a party to maintain and/or repair its portion of the Access Easement within thirty (30) days following written notice thereof by the other party or that party's successor or assign, or any tenant or lessee of that party, the non-defaulting party shall have the right to perform such maintenance and/or repair of the Access Easement on behalf of such defaulting party and be reimbursed by such defaulting party upon demand for the reasonable costs thereof.

7. Consent. Seller acknowledges that Buyer will have to obtain the prior written consent of any tenant of the Buyer Property in order to amend or modify this Agreement.

8. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, Buyer and Seller hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective parcel, as such interest is constituted from time to time. Buyer and Seller agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its parcel, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its parcel, as such interest may be constituted from time to time

9. Binding Agreement. This Agreement shall be binding upon the parties hereto, their successors, heirs and assigns, and shall last in perpetuity unless canceled in writing by both parties or their respective successors, or assigns.

10. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Nebraska. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Buyer's tenant, so long as it, its successors, assigns or assignees is occupying the property. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed in multiple counterparts on the last date on which this Agreement has been signed by both Buyer and Seller.

**SELLER:**

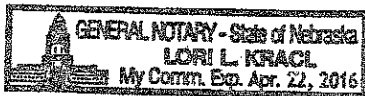
**DOWD GRAIN COMPANY, INC.**  
a Nebraska corporation

By: [Signature]  
Its: [Signature]  
Date: 11/20/13

STATE OF NEBRASKA §  
COUNTY OF Colfax §

This instrument was acknowledged before me this 20<sup>th</sup> day of November, 2013, by Duane J. Dowd, as \_\_\_\_\_ of Dowd Grain Company, Inc.

[Signature]  
Notary Public



**BUYER:**

**SCHUYLER HOTEL GROUP LLC**  
a Nebraska limited liability company

By: [Signature]  
Its: Manager  
Date: 11-20-13

STATE OF NEBRASKA     §  
                                     §  
COUNTY OF COLFAX     §

This instrument was acknowledged before me on the 20<sup>th</sup> day of November, 2013,  
by Charles D. Mizek, Manager of Schuyler Hotel Group LLC, a Nebraska limited  
liability company, as the Manager of Schuyler Hotel Group LLC, a limited liability company on  
behalf of said limited liability company.



Lori L. Krackl  
Notary Public  
Print Name: LOREL KRACKL