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Sheryl J. Douding

REGISTER OF DEEDS



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Omaha, NE 68102

DECLARATION OF EASEMENTS

This Declaration of Easements (this "Declaration") is made as of this 2nd day of March, 2018 (the "Effective Date"), by CORNHUSKER 7, LLC, a Nebraska limited liability company ("Cornhusker").

RECITALS:

WHEREAS, Cornhusker is the owner, subject to covenants, encumbrances, easements and restrictions of record, of the following described real estate (hereinafter collectively referred to as the "Cornhusker Lots", and, when referred to in the singular, a "Lot");

Lot 1, Cotton-Wood Replat II, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska ("Lot 1"); and,

Lot 2, Cotton-Wood Replat II, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska (the "Lot 2").

WHEREAS, Lot 1 is presently improved with an office-type building and paved parking lot and driveway.

WHEREAS, Cornhusker replatted the Cornhusker Lots in anticipation of potential future development on Lot 2, which is presently vacant, undeveloped land.

WHEREAS, Lot 1 and Lot 2 have a common boundary extending along the southern boundary of Lot 1 and the northern boundary of Lot 2.

WHEREAS, Cornhusker desires to establish, declare and grant certain easements on, over, under and across the Cornhusker Lots all on the terms and conditions set forth in this Declaration.

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AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Declaration in their entirety, and other consideration, the receipt and sufficiency of which are hereby acknowledged, Cornhusker does hereby establish, declare and grant the following easements which shall apply to the Cornhusker Lots as more particularly described herein.

1. Grant of Easements. Cornhusker hereby establishes, declares and grants the following perpetual easements:

a. Access Easement. For the benefit of Lot 1 and the Owner(s) (as hereinafter defined) and any tenants of Lot 1, and their respective contractors, employees, agents, customers, licensees and invitees, a nonexclusive easement (the "Access Easement") for ingress and egress by vehicular and pedestrian traffic upon, over and across the paved driveway (the "Driveway") located on Lot 2 as more particularly described and depicted in Exhibit "A" attached hereto. This grant of the Access Easement shall not be construed to permit any Owner(s) or their tenants, contractors, employees, agents, customers, licensees and invitees to park any vehicles on any portion of the Driveway. For purposes of this Declaration, the term "Owner(s)" means any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental agency, or other business entity now or hereafter holding of record an ownership interest in fee in a portion or all of a Lot.

b. Lot 1 Parking Easement. For the benefit of Lot 1, Cornhusker and any future Owner of Lot 1 and their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, a nonexclusive parking easement (the "Lot 1 Parking Easement") allowing said parties to park vehicles upon, over and across the northernmost ten (10) parking spaces located on Lot 2.

c. Lot 2 Parking Easement. For the benefit of Lot 2, Cornhusker and any future Owner of Lot 2 and their respective tenants, contractors, employees, agents, customer, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, a nonexclusive parking easement (the "Lot 2 Parking Easement") allowing said parties to park vehicles upon, over and across the southernmost five (5) parking spaces located on Lot 1.

d. Surface Drainage Easement. For the benefit of Lot 1 and the Owner(s) thereof, a nonexclusive, perpetual easement (the "Surface Drainage Easement") for purposes of stormwater and surface drainage over, upon, across, in and through all driveway and paved areas on Lot 2 allowing stormwater and surface drainage from Lot 1 to flow over and across Lot 2. The Owner(s) of Lot 2 shall be prohibited from altering or placing anything in the surface drainage areas of Lot 2 which shall obstruct or impede the flow of stormwater or surface drainage; provided, however, that the Owner(s) of Lot 2 may construct and/or install surface improvements to Lot 2, including paved driveways, parking and/or walkways, landscaping, utilities and/or similar improvements, which improvements do not interfere with the use, operation and maintenance of the Surface Drainage Easement.

e. Sanitary Sewer Easement. For the benefit of Lot 1 and the Owner(s) thereof, an exclusive, perpetual easement (the "Sanitary Sewer Easement") for purposes of laying, constructing, using, maintaining, operating, replacing, and removing a sanitary sewer pipeline over, upon, across, in and through that portion of Lot 2 as is depicted and described on Exhibit

"B" attached hereto. The Owner(s) of Lot 2 shall not construct any permanent improvements over the Sanitary Sewer Easement; provided, however, that the Owner(s) of Lot 2 may construct and/or install surface improvements to Lot 2, including paved driveways, parking and/or walkways, landscaping, utilities and/or similar improvements, which improvements do not interfere with the use, operation and maintenance of the Sanitary Sewer Easement.

f. Storm Sewer Easement. For the benefit of Lot 1 and the Owner(s) thereof, an exclusive, perpetual easement (the "Storm Sewer Easement") for purposes of laying, constructing, using, maintaining, operating, replacing, and removing a storm sewer pipeline over, upon, across, in and through that portion of Lot 2 as is depicted and described on Exhibit "C" attached hereto. The Owner(s) of Lot 2 shall not construct any permanent improvements over the Storm Sewer Easement; provided, however, that the Owner(s) of Lot 2 may construct and/or install surface improvements to Lot 2, including paved driveways, parking and/or walkways, landscaping, utilities and/or similar improvements, which improvements do not interfere with the use, operation and maintenance of the Storm Sewer Easement.

3. Noninterference. All access over and across and use of the easements described in Section 2 above shall be done in such a way as to minimize interference with the use and enjoyment of the Owner(s) of the Cornhusker Lots. In no event and under no circumstances whatsoever shall the utilization or invocation of any easement rights granted herein be conducted in such a manner so as to unreasonably interfere with the development, use and enjoyment of any portion of the Cornhusker Lots, unreasonably affect the business and/or operations conducted on any portion of the Lots from time to time or require the removal, movement or other alteration of any permanent improvement or permanent structure situated on, or located within, any portion of the Cornhusker Lots.

4. Maintenance of Parking and Driveway Areas. All driveway and parking improvements located on any of the Cornhusker Lots shall at all times be kept and maintained by the respective Owner(s) thereof in good and clean condition and repair, said maintenance to include, without limitation, the following: (i) maintaining, repairing, resurfacing and replacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with a type of surfacing material originally installed or such substitute as shall in all respects be equal or superior to the quality, use and durability, and re-striping when necessary; (ii) removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition; (snow shall not be pushed or piled in areas or in a manner so as to impede access to building docks, doors, entrances, exits or trash facilities) and (iii) maintaining, repairing and replacing, when necessary, all parking lot lighting, traffic directional signs, markers and lines. The Owner(s) of Lot 1 and Lot 2 shall share the cost of the maintenance of the portion of the Driveway located on Lot 2 equally. The Owner(s) of Lot 2 shall provide invoices and such other information as is reasonably requested by the Owner(s) of Lot 1 to evidence the maintenance costs incurred with respect to the portion of the Driveway located on Lot 2.

5. Miscellaneous Provisions.

a. Covenants Run With the Land: The terms and provisions of this Declaration shall be in favor of and appurtenant to the Cornhusker Lots and shall run with such land, and shall be a burden on the Cornhusker Lots and shall run with such land.

b. Successors and Assigns: This Declaration and the restrictions created hereby shall be binding upon the Owners of the Cornhusker Lots, their heirs, personal representatives,

successors and assigns, and upon any person acquiring such land, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

c. Duration: Except as otherwise provided herein, the term of this Declaration shall be for 20 years from the date hereof, whereupon it shall automatically renew for 3 additional terms of 10 years each unless terminated pursuant to Section 6.e below. Notwithstanding the foregoing, the easements and provisions described in Section 2, 3 and 4 above shall be perpetual.

d. Injunctive Relief: In the event of any violation or threatened violation by any person of any of the restrictions contained in this Declaration, any or all of the owners of the Cornhusker Lots shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

e. Modification and Termination. This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of all of the Owners of the Cornhusker Lots at the time of such modification or termination, and then only by written instrument duly executed and acknowledged by all of the required owners and recorded in the Office of the Register of Deeds of Sarpy County, Nebraska. Except as provided in this Section 5.e, no modification or termination of this Declaration shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or termination.

f. Not a Public Dedication: Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Cornhusker Lots to the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

g. Default: In the event any Owner fails to perform any provision of this Declaration, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and any other Owner may thereafter institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting owner shall not be deemed to be in default if such failure to perform cannot be rectified within said (thirty) 30-day period and such Owner is diligently proceeding to rectify such failure. In the event any Owner fails or refuses to pay when due any amount it is required to pay any other Owner, which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting Owner for reimbursement plus interest from and after the date said bill was due and payable to and including the date said bill is paid at a rate of 10% per annum.

h. Waiver: The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the obligations contained herein by the same or any other person.

i. Severability: If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provisions of this Declaration shall be valid and shall be enforced to the extent permitted by law.

j. Not a Partnership: The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship among the Owners of the Cornhusker Lots.

k. Third Party Beneficiary Rights: This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not an Owner of a Cornhusker Lot unless otherwise expressly provided herein.

l. Captions and Headings: The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

m. Construction. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

n. Joint and Several Obligations: In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

o. Recordation. This Declaration shall be recorded in the Office of the Register of Deeds, Sarpy County, Nebraska.

p. No Merger. There shall be no merger of estates with respect to any of the real estate described herein.

[Signatures on following page.]

IN WITNESS WHEREOF, Cornhusker has executed this Declaration as of the date first written above.

CORNHUSKER 7, LLC, a Nebraska limited liability company

By: [Signature]

Name: Harry Collins

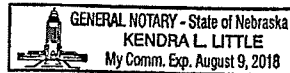
Title: Member

STATE OF NEBRASKA)
COUNTY OF Sarpy)ss.

On this 21 day of February, 2018, before me, a Notary Public in and for said county and state, personally came Harry Collins, known to me to be the identical person whose signature is affixed to the foregoing instrument, as Member of Cornhusker 7, LLC, a Nebraska limited liability company, and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal the day above written.

(SEAL)



[Signature]
Notary Public for Nebraska
My Commission expires: 8/9/2018

[Signature Page to Declaration of Easements.]

EXHIBIT A

ACCESS EASEMENT

Refer to the attached.

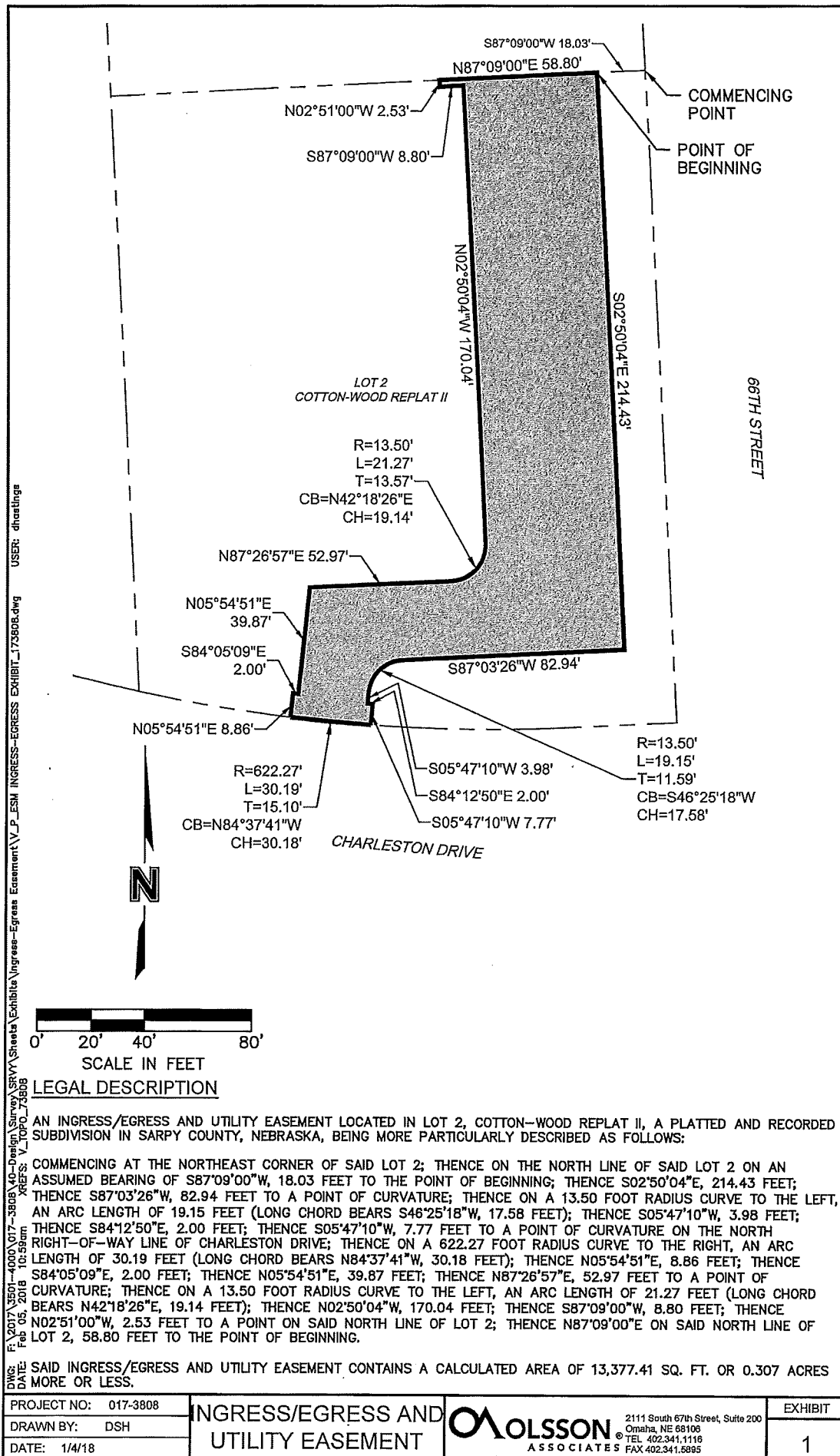


EXHIBIT B

SANITARY SEWER EASEMENT

Refer to the attached.

EXHIBIT C

STORM SEWER EASEMENT

Refer to the attached.

