



MISC 2016014879



MAR 01 2016 16:46 P 16

Fee amount: 100.00
 FB: 16-19381
 COMP: YT

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 03/01/2016 16:46:32.00



2016014879

AFTER RECORDING RETURN TO:

Mark A. Williams, Vandenack Williams LLC, 17007 Marcy St, Suite 3, Omaha, NE 68116

**PERPETUAL RECIPROCAL
 EASEMENT AGREEMENT
 FOR INGRESS AND EGRESS**

This Perpetual Reciprocal Easement Agreement for Ingress and Egress ("Agreement") is made effective as of February 29, 2016, by and between Anant Enterprises, LLC ("Anant"), a Nebraska limited liability company, and Kellogg Place, L.L.C. ("Kellogg"), a Nebraska limited liability company. Each of Anant and Kellogg may be referred to herein as a "party" or collectively as the "parties".

Recitals

A. Anant, concurrently with the execution of this Agreement, purchased from Kellogg the real estate commonly known as Kellogg Place Replat 1 Lot 2, Omaha, Douglas County, Nebraska (the "Anant Parcel"). A true and accurate legal description of the Anant Parcel is attached hereto as Exhibit A and by this reference incorporated herein.

B. Kellogg owns the real estate abutting the Anant Parcel on the South (the "Kellogg Parcel"). A true and accurate legal description of the Kellogg Parcel is attached hereto as Exhibit B and by this reference incorporated herein.

C. Anant desires to grant to Kellogg a permanent easement over, upon and across the southerly ten (10) feet of the Anant Parcel starting from the easternmost edge and running west, ending twenty (20) feet from the westernmost edge of the Anant Parcel, as shown on Exhibit C (the "Anant Easement Area"), which is attached hereto and by this referenced incorporated herein, for the purposes of ingress and egress (but not parking) to and from South 24th Avenue and the Kellogg Parcel in favor of Kellogg, the owners, occupants, trustees, beneficiaries and mortgagees, now and hereafter, of the Kellogg Parcel, each of their successors and assigns along with all of their respective officers, directors, members, managers, shareholders, partners, employees, servants, agents, tenants, subtenants, contractors, invitees, customers, licensees, vendors or concessionaires and fire, rescue and other emergency vehicles (hereinafter "Kellogg Permittees"), subject to the restrictions, terms and conditions set forth herein.

D. Kellogg desires to grant to Anant a permanent easement over, upon and across the northerly ten (10) feet of the Kellogg Parcel starting from the easternmost edge and running west, ending twenty (20) feet from the westernmost edge of the Kellogg Parcel, as shown on Exhibit D (the "Kellogg Easement Area"), which is attached hereto and by this referenced incorporated herein, for the purposes of ingress and egress (but not parking) to and from South 24th Avenue and the Anant Parcel in favor of Anant, the owners, occupants, trustees, beneficiaries and mortgagees, now and hereafter, of the Anant Parcel, each of their successors and assigns along with all of their respective officers, directors, members, managers, shareholders, partners, employees, servants, agents, tenants, subtenants, contractors, invitees, customers, licensees, vendors or concessionaires and fire, rescue and other emergency vehicles (hereinafter "Anant Permittees"), subject to the restrictions, terms and conditions set forth herein.

E. The parties wish to acknowledge their agreement regarding the Anant Easement Area and the Kellogg Easement Area, and the ongoing obligations of each party relating thereto.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Kellogg and Anant hereby incorporate the foregoing Recitals as if fully set forth below and agree as follows:

1. Granted Easement. Subject to the terms and conditions set forth herein, Kellogg hereby grants to Anant and all Anant Permittees, and otherwise for the benefit of the Anant Parcel, a permanent easement running with the land over, upon and across the Kellogg Easement Area for the purposes of ingress and egress (but not parking) of persons and vehicles not exceeding eighteen (18) feet in height in favor of Anant and all Anant Permittees to and from the Anant Parcel to a certain public roadway known as South 24th Avenue (the "Kellogg Granted Easement"). Subject to the terms and conditions set forth herein, Anant hereby grants to Kellogg and all Kellogg Permittees, and otherwise for the benefit of the Kellogg Parcel, a permanent easement running with the land over, upon and across the Anant Easement Area for the purposes of ingress and egress (but not parking) of persons and vehicles not exceeding eighteen (18) feet in height in favor of Kellogg and all Kellogg Permittees to and from the Kellogg Parcel to a certain public roadway known as South 24th Avenue (the "Anant Granted Easement"). The Kellogg Granted Easement and the Anant Granted Easement together as shown on Exhibit E are hereinafter referred to collectively as the "Granted Easement". Notwithstanding anything in this Agreement to the contrary, the Granted Easement shall only exist in the space from the ground level (the ground level to be determined by Kellogg or its designees upon first improvement of the Granted Easement), and including only the airspace that is within the first twenty (20) feet above the concrete improvements within the Granted Easement (said area of the Granted Easement, the "Easement Area"). Kellogg shall own the air space and the below ground rights, including without limitation mineral rights, and all other rights for all parts of the Kellogg Parcel that are not within the Easement Area and Anant shall own the air space and the below ground rights, including without limitation mineral rights, and all other rights for all parts of the Anant Parcel that are not within the Easement Area.

2. Use of Easement. The use of the Granted Easement created by this Agreement will be for the exclusive use and benefit of Anant and Kellogg along with the Anant Permittees and the Kellogg Permittees (collectively, the "Permittees"). Nothing in this Agreement shall

restrict any party from the use of their respective parcel that is not contained within the Easement Area provided that said use does not limit the rights of the Permittees to use the Easement Area.

3. Management of Easement Area. The Easement Area shall be improved, maintained, repaired, and for all purposes managed by two managers (collectively, the "Managers" and individually, each a "Manager"): one Manager appointed by the then-current owner of the Kellogg Parcel; and one Manager appointed by the then-current owner of the Anant Parcel. Initially, the Managers shall be Ben Swan (appointed by the Kellogg Parcel) and Kirt Trivedi (appointed by the Anant Parcel). Each Manager may be removed and replaced by said owner from time to time by notice to the other owner. Except as otherwise set forth in this Agreement, all actions of the Managers shall require the consent of both Managers. If the Kellogg Parcel is further divided and/or combined with any other parcel(s), the owner of the northwesternmost portion of the Kellogg Parcel, as it is described in this Agreement, shall be entitled to appoint a Manager. If the Anant Parcel is further divided and/or combined with any other parcel(s), the owner of the southwesternmost portion of the Anant Parcel, as it is described in this Agreement, shall be entitled to appoint a Manager. Management may be directly by the Managers, or through their delegated agents or representatives or through a third party manager, all in the discretion of the Managers; provided, that there shall be no charges or fees earned or charged by the Managers for managing the Easement Area. In the event no party desires to appoint a Manager or directly perform the duties of the Managers or the Managers fail to act within ninety (90) days upon any request of an owner of either the Kellogg Parcel or the Anant Parcel, upon application to a court of competent jurisdiction, the court may require the parties to hire a third party manager, or the court may appoint one, and to pay the third party manager usual and customary fees for performing the rights and duties of the Managers under this Agreement; and, thereafter, the parties shall continue to appoint and pay a third party to act as the Managers (which could be one or more persons) until any party elects to become or appoint a Manager, without compensation, by providing notice thereof to all other parties, subject to replacement as set forth above; in such event the owner of the other party shall have a right for a period of ninety (90) days to become or appoint a Manager, otherwise the owner of the other parcel shall be entitled to appoint the sole Manager. In the event there is only one appointed Manager pursuant to this paragraph, all references in this Agreement to Managers shall mean the one appointed Manager. The Managers may communicate and agree upon matters concerning the Easement Area and provide notice to each other via electronic correspondence or verbally (so long as followed-up in writing or electronically)

4. Improvements. The parties desire that the Easement Area be improved by making it entirely consist of concrete road that will support known vehicles that could enter the Easement Area given the size and space of the Easement Area, including without limitation commercial vehicles. Currently, there is a OPPD utility pole situated within the Kellogg Parcel and a separate OPPD utility pole situated within the Anant Parcel, with overhead utilities lines running over the Easement Area. The Managers shall endeavor to have OPPD run said utility lines underground so as not to interfere with either party's use of the Easement Area. Further, the Managers shall endeavor to work with the City of Omaha and other government officials to accomplish a curb cut to South 24th Avenue to allow ingress and egress to the Easement Area, extend the width of the sidewalk along the west side of South 24th Avenue so as to make it more pedestrian friendly, and change the traffic lanes on South 24th Avenue from three (3) traffic lanes to two (2) traffic lanes and one (1) lane for parallel parking and to make any other change to South 24th Avenue and the sidewalk as the Managers deems will be beneficial to the parties' respective parcels. The Managers shall endeavor to construct such improvements to the specifications determined by Kellogg at the ground height determined by Kellogg prior to the

completion of the construction of the parties anticipated improvements upon either the Kellogg Parcel or the Anant Parcel. Upon request by either party, the Managers shall determine and disclose to each party the completed ground height of the Improvements (as such term is defined below), to be determined in the Managers' sole discretion. Upon either party initiating improvements upon their parcel and providing notices to the Managers of the same, the Managers shall initiate the aforementioned initial improvements and activities upon the Easement Area. In the event either party desires to make further capital improvements to the Easement Area (for purposes of this Section 4, capital improvements only include those improvements that add functionality or usefulness to the Easement Area and are not Maintenance or Repair (as such terms are defined below) and are not due to damage ("Improvements")), said party shall provide written notice to the other party and the Managers of such desire along with sufficient details, including cost, to allow the other party and the Managers to duly examine said proposal. The parties and the Managers shall meet, electronically, telephonically, in person or otherwise, to discuss the proposed Improvements. In the event the parties agree in writing upon the Improvements, or any revised version thereof, the Managers shall undertake construction of the Improvements expeditiously for the agreed upon cost, both parties acknowledging that the actual cost may exceed or be less than the proposal based upon typical construction cost modifications. Then the Managers shall provide prompt notice to each party of any material cost changes for the Improvements. Upon completion of any Improvements pursuant to this Section 4, said Improvements shall become part of the Easement Area and shall be subject to this Agreement as if in existence at the time of execution.

5. Damage to Easement Area. Each party shall promptly notify the other party and the Managers of any known damage done to the Easement Area and identify which party or its Permittees caused the damage (the "Damaging Party") or whether the damage was caused by other sources ("Non-Party Damage"). The Managers shall cause said damage to be repaired to bring the damaged portion of the Easement Area to a similar condition as existed prior to being so damaged unless otherwise agreed to in writing by all parties hereto. The Damaging Party, notwithstanding anything herein to the contrary, shall be solely responsible for the reasonable cost of said repair and shall immediately pay the Managers, upon demand, the cost of such repair. The Managers shall accomplish said repair expeditiously, given the facts and circumstances. Regardless of the extent of damage, even if total destruction, the Managers shall repair the improvements located within the Easement Area to a similar condition as existed prior to being so damaged unless otherwise agreed to in writing by all parties hereto. If the damage is Non-Party Damage, each party shall pay the Managers, upon demand, the cost of such repair in accordance with Section 9. If there is a question of whether there was a Damaging Party or whether the damage was Non-Party Damage, the Managers shall make such determination in good faith using reasonably available resources. If any party has insurance for any portion of said damage, such party shall fully cooperate with the Managers in processing an insurance claim. The Managers shall make the final determination of which party or its Permittees caused the damage or whether there was a split in such cause and if so what the split should be. In the event there is any emergency circumstances involving the Easement Area, whether damages or otherwise, any Manager may unilaterally take action to resolve the emergent circumstances after providing notice to the other Manager.

6. Maintenance and Repair of Granted Easement. The Managers shall maintain and repair the Easement Area and the Improvements thereon. All maintenance and repair shall be made in a manner consistent with their original construction and shall be made to ensure the safety, integrity and usability of the Improvements at all times. All road shall be maintained and repaired solely with concrete; provided, however, the parties may agree upon different maintenance and repair standards in a writing signed by both parties hereto. For purposes of

this Agreement, "Maintenance" shall include all regular maintenance and repair conducted upon the Easement Area other than repair of damages pursuant to Section 5 above and "Repair" shall include all items of maintenance and repair that are treated as a capital improvement in accordance with the then-current Internal Revenue Code or that are customarily within the industry only undertaken once every five (5) or more years but shall exclude repair of damages pursuant to Section 5 above. At least thirty (30) days prior to undertaking any such Maintenance or Repair where the total cost for such Maintenance and Repair in any one instance is expected by the Managers to exceed Two Thousand and 00/100's Dollars (\$2,000.00) (the "Threshold Amount"), the Managers shall provide all parties with a written proposal for the cost of such Maintenance and Repair. Within fifteen (15) days after receiving said proposal, the parties shall provide any objections to the Managers and all other parties. If no objections are so provided or such proposal was not necessary, the Managers may undertake said Maintenance and Repair (both parties acknowledging that the actual cost may exceed or be less than the proposal based upon typical construction or maintenance cost modifications) (a "Jointly Approved Expenditure"). The Managers shall provide prompt notice to all parties of any material cost changes in a Jointly Approved Expenditure. In all cases where the estimated cost of the proposed Maintenance and Repair does not exceed the Threshold Amount, the Managers may proceed unilaterally to make such Repair or undertake such Maintenance (a "Manager Permitted Expenditure").

7. Insurance. Each party shall provide reasonable amounts of insurance for its use of and rights in and upon the Easement Area and shall obtain reasonable amounts of property insurance to insure the Improvements upon said party's parcel; such insurance to include at least \$2 million of liability coverage for occurrences upon such party's Easement Area. Upon request, each party shall provide a certificate of such coverage to each other party and the Managers.

8. Restrictions. Each party shall have unrestricted rights to use the Easement Area for pedestrian and vehicular traffic. Each party shall use reasonable efforts to ensure that the other party and its Permittees do not park or block the points of access or drive-lanes running through the Easement Area. No barricades, signs, fences, or other dividers will be constructed and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic through the Easement Area. The parties acknowledge that there are limitations inherent to the street and other improvements located within the Easement Area and that the parties will cooperate with each other to ensure materially uninterrupted use of the Easement Area by both parties.

9. Cost Sharing. Based on current and prospective use, the parties shall each share equally, i.e. 50/50 or if more parties, then in proportion to the east-west linear footage owned by said party within the Easement Area compared to all parties, in the cost of all Maintenance conducted, pursuant to Section 6 along with the cost of the construction of the initial Improvements (which shall consist of concrete road, moved utility lines, curb cutouts, sidewalk widening, and traffic lane modifications) and all mutually agreed upon Improvements constructed pursuant to Section 4 and all Repair conducted pursuant to Section 6 whether such be a Manager Permitted Expenditure or a Jointly Approved Expenditure. The percentage of shared costs shall not take into consideration actual use of the Easement Area. Notwithstanding the foregoing, the parties may mutually agree upon a division of the costs in whatever percentages they deem appropriate in a writing signed by all parties which shall be attached hereto as Schedule 9, from time to time. In the event a party does not own any east-west linear footage within the Easement Area, then such party shall reimburse the other parties who own the same parcel for their share of said costs based upon their overall ownership square feet of

such parcel. The Managers shall require the parties to pay their share of said costs in a manner determined by the Managers to ensure the uninterrupted completion of construction, Improvements, Maintenance, Repair and damage repair.

10. Notice. All notices, elections or other communications authorized, required or permitted under this Agreement will be made in writing and will be deemed given when received by the party to whom such notice is sent. Notice may be given by (i) personal delivery, (ii) overnight courier service (e.g., Federal Express, Purolator), postage prepaid, or (iii) U.S. certified mail, return receipt requested, postage prepaid, to the addresses indicated below:

If to Kellogg: 4643 Farnam St
Omaha, NE 68132

If to Anant: PO Box 3847
Omaha, NE 68103

or at any other address as any party may, from time to time, designate by notice given in compliance with this section. Any party added to this Agreement by subdivision of a parcel or otherwise shall be subject to receive notice at the address of the new party's parcel that is contiguous to the Easement Area or any other address as such party may, from time to time, designate by notice given in compliance with this section.

11. Legal Effect. The Granted Easement and rights created by this Agreement are appurtenant to the Kellogg Parcel and the Anant Parcel and may not be transferred, assigned or encumbered except as an appurtenance to such real estate or any portion thereof that includes the Easement Area. Each covenant contained in this Agreement: (a) constitutes a covenant running with the land; (b) binds Kellogg and Anant and anyone hereafter acquiring an interest in the Kellogg Parcel or the Anant Parcel, respectively; and (c) will inure to the benefit of Kellogg and Anant, and their Permittees; but, this Agreement shall not operate to convey to either party or their Permittees, the fee ownership to any part of the Kellogg Parcel or Anant Parcel.

12. No Dedication. Nothing contained in this Agreement will be deemed to constitute a gift, grant or dedication of any portion of Kellogg Parcel or Anant Parcel to the general public or for any public purpose whatsoever, it being the intention of Kellogg and Anant that this Agreement will be strictly limited to the private use of Kellogg and Anant and their Permittees.

13. Amendment and Termination. This Agreement and the easements created hereunder shall be perpetual, and the covenants herein contained shall run with both the Kellogg Parcel and the Anant Parcel, or until earlier terminated, modified or amended jointly by all parties in a writing. No tenant, licensee or other person having only a possessory interest in the Kellogg Parcel or Anant Parcel will be required to join in the execution of or consent to any action taken pursuant to this Agreement, provided, however this Agreement shall not be amended or modified in such a manner as to be detrimental to such possessory interest without the joinder and consent of the holder of such interest.

14. Condemnation. In the event the whole, or any part, of the Easement Area is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof that has been agreed to by all owners thereof, neither party will share in any award, compensation or other payment made by reason of such taking with respect to any parcel not owned by such party, and such award,

compensation or other payment will belong entirely to the party owning said parcel. Neither party will have any further liability to the other for the loss of such easements, or portion thereof.

15. Indemnity. Each party agrees to indemnify, defend and hold the other party, its parent(s) and its affiliates, subsidiaries along with all of its directors, officers, members, managers, partners, employees, shareholders, representatives and agents ("Indemnified Parties") harmless from and against all claims, demands, suits, proceedings, judgments, charges, causes of action, liabilities, damages, fines, fees, liens, penalties and all costs and expenses, including without limitation expenses of investigation and reasonable attorneys, accountants, consultants and other expert fees and costs (collectively a "Loss" or "Losses") incurred by or alleged against any of the Indemnified Parties arising out of the indemnifying party's (the "Indemnifying Party") and its Permittees use of the Easement Area or arising out of the Indemnifying Party's or its Permittees exercise of the Granted Easement rights hereunder or the failure of the Indemnifying Party to meet its obligations hereunder. The Indemnified Parties shall be entitled, at its own expense, to participate in the defense of any third party claim. An Indemnified Party shall provide notice of all Losses claimed hereunder to the Indemnifying Party promptly upon notice of or knowledge of the Loss. The parties shall fully cooperate with one another with regard to all Losses. No Indemnifying Party shall agree to any compromise, settlement, admission or acknowledgment of the validity of third party claim if it (1) does not include a complete and unconditional release of the Indemnified Parties from all Losses with respect thereto, (2) that imposes any liability on the Indemnified Parties without the prior written consent of Indemnified Parties, (3) imposes injunctive or other equitable relief against the Indemnified Parties or (4) includes any statement or undertaking as to fault or culpability of the Indemnified Parties.

16. Default; Remedies. Each party agrees that the provisions of this Agreement will be enforced as follows:

- A. *Injunctive Relief*. In the event of any violation or threatened violation by either party of the provisions of this Agreement, the other party will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.
- B. *Self Help*. In the event either party or the Managers fails to perform any of the provisions of this Agreement, the other party will have the right, without being obligated to do so, to enter upon the Easement Area and perform the obligations of the defaulting party or the Managers hereunder; provided, however, that written notice of such intention, specifying the nature of the alleged default and the actions to be performed, has been given to all other parties and the Managers not less than thirty (30) days prior to the commencement of such action. Notwithstanding the foregoing, any non-defaulting party will have the power to enter onto the Easement Area and perform the obligations of the defaulting party or defaulting Manager immediately in emergency situations. During such thirty (30) day period, the defaulting party or Manager will have the right to perform or commence performance of action appropriate to remedy such default, and provided such action is diligently carried to completion, the right of such other party to perform the obligation of the defaulting party will terminate. If such other party elects to perform the action to have been performed by a defaulting party or Manager, on completion of such action, or from time to time if the action is of a continuing nature, an

itemized statement of the cost thereof will be submitted to the defaulting party and Manager and the amount thereof will be immediately due and payable by the defaulting party or Manager, without reimbursement, together with interest from the date of such expenditure at the rate of sixteen percent (16%) per annum, or the highest rate allowed by law, whichever is lower, until paid.

- C. *Collection.* In the event either party or Manager shall fail to timely pay any sums owed to the other party under this Agreement, such other party as its sole remedy for such default may sue the defaulting party or Manager to recover such sums, together with interest thereon from the date due at the rate of percent (16%) per annum, or the highest rate allowed by law, whichever is lower, until paid.
- D. *Force Majeure.* If performance of any action by either party is prevented or delayed by act of God, war, labor disputes or other cause beyond the reasonable control of such party or the Managers, the time for the performance of such action will be extended for the period that such action is delayed or prevented by such cause.
- E. *No Termination.* No breach of this Agreement by a party or Manager will entitle another party to cancel, rescind or otherwise terminate this Agreement.
- F. *No Obstruction.* No party, nor its Permittees shall use the Granted Easement so as to prevent access to the Granted Easement by other parties and their Permittees.
- 17. Miscellaneous.
 - A. *Governing Law; Venue.* This Agreement will be construed in accordance with the laws of the State of Nebraska. All legal actions to enforce or interpret this Agreement shall only be taken in the state, federal or local courts that have in-rem jurisdiction over the Easement Area and each party hereby submits to the exclusive venue and personal jurisdiction of such courts.
 - B. *Binding Effect.* This instrument contains the entire agreement between the parties related to the Granted Easement, and the obligations herein assumed, and any oral representations or modifications concerning this instrument shall be of no force or effect. The provisions of this Agreement will be binding on all parties, the Managers and their respective Permittees. The parties agree that this Agreement shall be recorded with the offices of the Register of Deeds of Douglas County, Nebraska immediately upon execution of the same and the cost for the same shall be shared equally between Kellogg and Anant.
 - C. *Number of Parties.* In the event there becomes more than two (2) parties to this Agreement, all references herein to the parties that reflect or imply two (2) parties shall be read to include all then-current parties to this Agreement. All references to parties, a party, Kellogg and Anant shall

include those named in this Agreement and all future owners of the Kellogg Parcel and the Anant Parcel.

(Remainder of page intentionally left blank. Signature page to follow.)

**PERPETUAL RECIPROCAL EASEMENT AGREEMENT
FOR INGRESS AND EGRESS
SIGNATURE PAGE**


IN WITNESS WHEREOF, this Agreement has been executed effective as of the date first above written.

Kellogg Place, L.L.C.,

Anant Enterprises, LLC

By: Swan Development LLC, a Nebraska
limited liability company, its sole Member

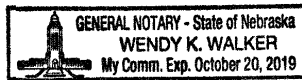
By: _____

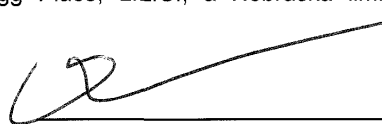
By: 
Bentley Swan, Sole Member

Its: _____

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this February 22, 2016 by Bentley Swan, sole Member of Swan Development LLC, a Nebraska limited liability company, sole member and agent, on behalf of Kellogg Place, L.L.C., a Nebraska limited liability company.




Notary Public

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this _____, 2016
by _____, agent, on behalf of Anant Enterprises, LLC, a Nebraska
limited liability company.

Notary Public

**PERPETUAL RECIPROCAL EASEMENT AGREEMENT
FOR INGRESS AND EGRESS
SIGNATURE PAGE**

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date first above written.

Kellogg Place, L.L.C.,

Anant Enterprises, LLC

By: _____

By: _____

Its: _____

Its: _____

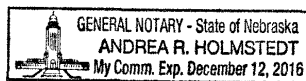
State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this _____, 2016 by _____, agent, on behalf of Kellogg Place, L.L.C., a Nebraska limited liability company.

Notary Public

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this Feb. 29th, 2016 by Deepak Gangahar, agent, on behalf of Anant Enterprises, LLC, a Nebraska limited liability company.



Notary Public

EXHIBIT A
ANANT PARCEL
LEGAL DESCRIPTION

Kellogg Place Replat 1, Lot 2, being a replatting of part of lots 5 and 6, and all of lot 7, Kellogg Place, an addition to the City of Omaha, Douglas County, Nebraska, except that part of said lots taken for street right-of-way.

EXHIBIT B
KELLOGG PARCEL
LEGAL DESCRIPTION

Kellogg Place Replat 1, Lot 1, being a replatting of part of lots 5 and 6, and all of lot 7, Kellogg Place, an addition to the City of Omaha, Douglas County, Nebraska, except that part of said lots taken for street right-of-way.

EXHIBIT C
ANANT EASEMENT AREA
LEGAL DESCRIPTION

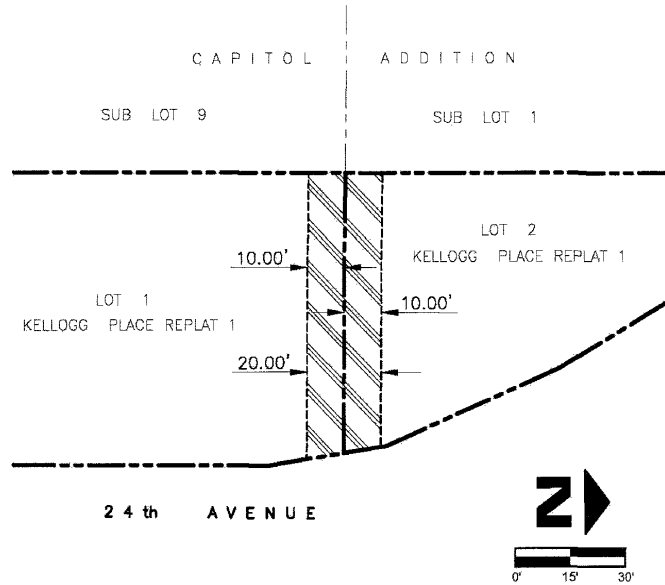
The South 10 feet in width of Lot 2, Kellogg Place Replat, a subdivision in Douglas, County,
Nebraska

EXHIBIT D
KELLOGG EASEMENT AREA
LEGAL DESCRIPTION

The North 10 feet in width of Lot 1, Kellogg Place Replat, a subdivision in Douglas, County,
Nebraska

**EXHIBIT E
EASEMENT AREA
DRAWING AND LEGAL DESCRIPTION**

2/16/2016 3:33 PM CHRIS DORNER H:\1868\1868-14\001 2459 Homey St Kellogg Place Lots 5-7\Drawings\1868-14-10X.dwg



LEGAL DESCRIPTION

THE NORTH 10.00 FEET IN WIDTH OF LOT 1 AND THE SOUTH 10.00 FEET IN WIDTH OF LOT 2, KELLOGG PLACE REPLAT 1, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

TD2 engineering & surveying td2co.com	Job Number: 1868-14-1(EX) thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866	Date: JANUARY 22, 2016 Drawn By: RJR Reviewed By: CED Revision Date:	<div style="text-align: center; border-bottom: 1px solid black;">EASEMENT AREA</div> <div style="display: flex; justify-content: flex-end; align-items: center;"> <div style="border-right: 1px solid black; padding-right: 5px;">Book</div> <div style="padding-left: 5px;">Page</div> </div>