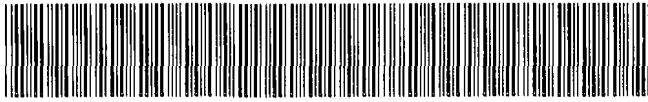




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**DECLARATION OF GRADING, CONSTRUCTION AND
 INGRESS AND EGRESS EASEMENT AGREEMENT**

THIS DECLARATION OF GRADING, CONSTRUCTION AND INGRESS AND EGRESS EASEMENT AGREEMENT (this "Declaration") is made as of the 3rd day of February, 2015, by ROYCE CANDLEWOOD, LLC, a Nebraska limited liability company ("Royce").

Preliminary Statement

Royce is the owner of certain real property located in Douglas County, Nebraska, legally described as follows (the "Commercial Property"):

Lots 3, 4, and 5, Candlewood Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. 59-05683

Royce is the owner of certain real property located in Douglas County, Nebraska, legally described as follows (the "Apartment Property"):

Lot 7, Candlewood Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

and

Lot 1, Candlewood Hills Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. 59-05684

The Commercial Property and Apartment Property are collectively referred to in this Declaration as the Joint Development Property.

Royce shall grade and construct the "Candlewood Access Drive", as described in this Declaration. Royce is executing this Declaration for the purposes of memorializing agreements of future owners of the Commercial Property and Apartment Property regarding the grading, construction, use and sharing of the costs of the "Candlewood Access Drive".

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Royce states and declares the following:

✓ 512134

Return to:
 James D. Buser
 Pansing Hogan Ernst & Bachman, LLP
 10250 Regency Circle, Suite 300
 Omaha, Nebraska 68114

#5

ARTICLE I
Definitions

1.1 Candlewood Access Drive. The term “Candlewood Access Drive” shall mean the Candlewood Access Drive as depicted and legally described on Exhibit “A” attached hereto.

1.2 Lot. The term “Lot” shall mean a platted lot that is part of the Joint Development Property. In the event that a Lot is replatted, each replatted lot shall be deemed a Lot.

1.3 Owner. The term “Owner” shall mean the legal owner of fee title to a Lot, as reflected by the records of the Douglas County, Nebraska Register of Deeds. If a platted lot that is part of the Joint Development Property is owned by one or more persons, the person or persons holding at least fifty one percent (51%) of the ownership interest in one of the platted lots that is part of the Joint Development Property shall designate one of the owners to represent all owners of the property in question and such designated person shall be deemed the owner of such property.

1.4 Permittee. The term “Permittee” shall mean the general public and all owners, their tenants or licensees of a Lot, and each of their respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors and invitees.

1.5 Person. The term “Person” shall mean any individual, partnership, firm, association, corporation, limited liability company, trust or any other form of business or government entity.

ARTICLE II
Easements

2.1 Temporary Construction Easement. Royce agrees to construct the Candlewood Access Drive. Royce, for its benefit and for the benefit of its agents and contractors grants and reserves a temporary grading and construction easement over the Joint Development Property as reasonably necessary for the construction of the Candlewood Access Drive, such temporary easement to continue until completion of construction of the Candlewood Access Drive.

2.2 Ingress and Egress Easement. Royce and each Owner hereby reserves, grants and conveys to each other Owner for its use and for the use of its Permittees, in common with others entitled to use the same, a nonexclusive perpetual easement for vehicular ingress and egress over and across the paved drives within the Candlewood Access Drive situated on their respective Lots, as the same may be from time to time be constructed and maintained for such use. Such easement rights shall be subject to the following reservations as well as any other applicable provisions contained in this Declaration:

(a) Each Owner reserves the right at any time from time to time to reasonably exclude and restrain any person who is not a Permittee from using the Candlewood Access Drive on its Lot;

(b) Each Owner shall take reasonable efforts to ensure that its Permittees shall not park on the Candlewood Access Drive;

(c) No fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular traffic between the Lots shall be erected or permitted within or across the Candlewood Access Drive, exclusive of curbing, speed bumps and other forms of traffic control.

ARTICLE III
Maintenance and Repair

3.1 Common Drive. The Owners of Lots shall perform or contract for the performance of maintenance, repair and replacement of that portion of the Candlewood Access Drive situated on their respective Lot as provided in Section 3.2 below.

3.2 Maintenance. The maintenance responsibilities for the Candlewood Access Drive shall include, without limitation, the following:

(a) Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or comparable substituted material as shall in all respects be equal in quality, use, and durability;

(b) Removal of all papers, ice and snow, mud and sand, debris, filth and refuse, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary and appropriate parking area directional signs, markers and lines; and

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required and at all times in conformance with standards and applicable ordinances and governmental requirements applicable to the Candlewood Access Drive.

ARTICLE IV
MISCELLANEOUS

4.1 Enforcement. In the event of a breach or threatened breach of this Declaration, only an Owner shall be entitled to institute proceedings for full and adequate relief from consequences of such breach or threatened breach. Such Owner may seek relief in equity or at law in the District Court of Douglas County, Nebraska. Time is of the essence for purposes hereof.

4.2 Perpetual Duration. This Declaration and the covenants, conditions, restrictions and easements shall create mutual benefits and servitudes running with the land and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, lessees, successors and assigns. Except for the Temporary Construction Easement provided for in Section 2.1, this Declaration and the easements provided for herein shall be perpetual, provided, however, that this Declaration may be modified, amended or terminated by an instrument signed by the Owners of all of the Joint Development Properties and recorded with the Douglas County, Nebraska, Register of Deeds, and further provided that any material modification to the Candlewood Access Drive or material restriction on the right of the general public to use the Candlewood Access Drive for ingress and egress shall require the written consent of the City of Omaha.

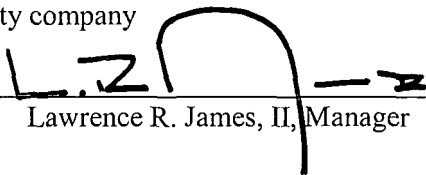
4.3 No Merger. Notwithstanding the present or future common ownership of the Lots constituting the Joint Development Property, the rights of Owners of the Lots created under this Declaration shall not now or in the future be deemed to have merged by reason of common ownership of such Lots.

4.4 Survival. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

4.5 Counterparts. This Declaration may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Declaration may be delivered between the parties via telecopy or electronic mail.

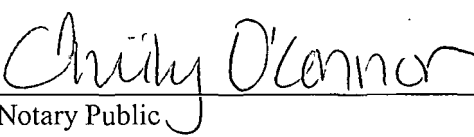
IN WITNESS WHEREOF, the parties have executed this Declaration to be effective as of the date and year first above written.

ROYCE CANDLEWOOD, LLC, a Nebraska limited liability company

By: 
Lawrence R. James, II, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 3 day of February, 2015, by Lawrence R. James, II, Manager of Royce Candlewood, LLC, a Nebraska limited liability company, on behalf of the company.


Notary Public

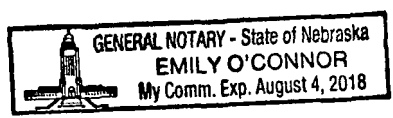
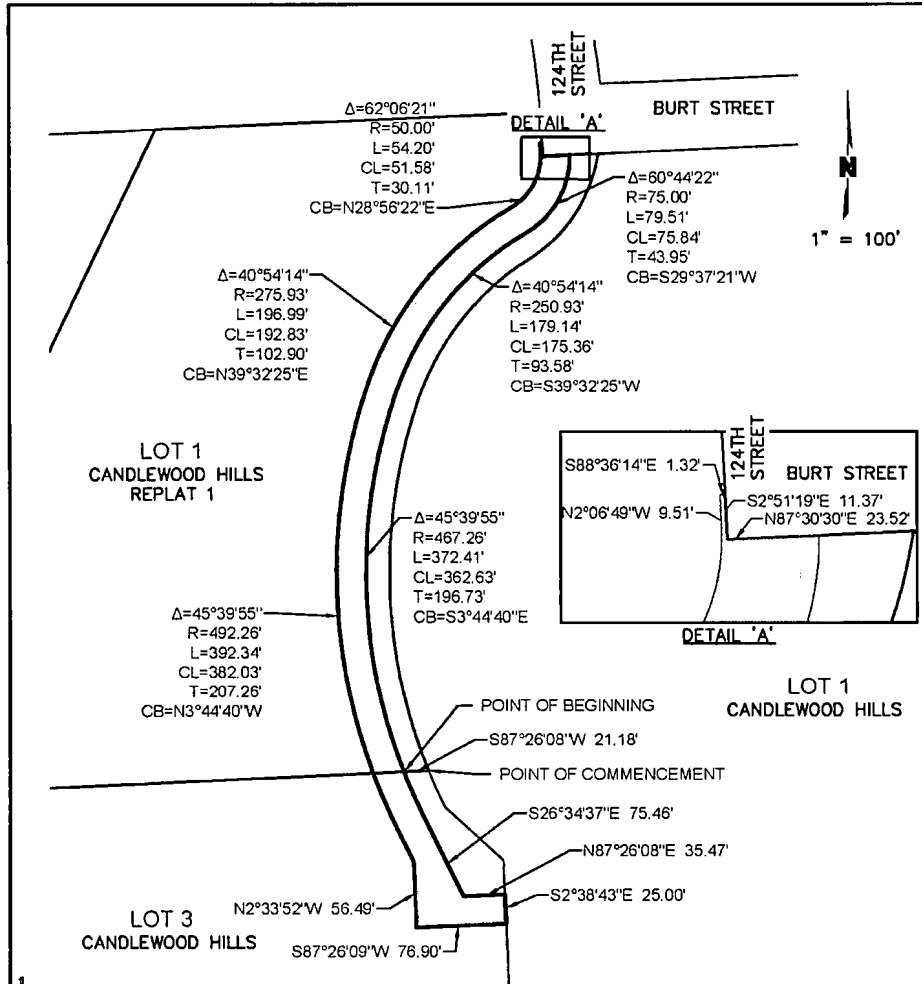


EXHIBIT "A"

CANDLEWOOD ACCESS DRIVE



LEGAL DESCRIPTION

A GRADING, CONSTRUCTION AND INGRESS AND EGRESS EASEMENT LOCATED IN LOT 3, CANDLEWOOD HILLS AND LOT 1, CANDLEWOOD HILLS REPLAT 1, PLATTED AND RECORDED SUBDIVISIONS IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, CANDLEWOOD HILLS; THENCE ON THE NORTH LINE OF SAID LOT 3, S87°26'08"W, 21.18 FEET TO THE POINT OF BEGINNING; THENCE S26°34'37"E, 75.46 FEET; THENCE N87°26'08"E, 35.47 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE ON SAID EAST LINE, S02°38'43"E, 25.00 FEET; THENCE S87°26'09"W, 76.90 FEET; THENCE N02°33'52"W, 56.49 FEET TO A POINT OF CURVATURE; THENCE ON A 492.26 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 392.34 FEET (LONG CHORD BEARS N03°44'40"W, 382.03 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ON A 275.93 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 196.99 FEET (LONG CHORD BEARS N39°32'25"E, 192.83 FEET TO A POINT OF REVERSE CURVATURE; THENCE ON A 50.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 54.20 FEET (LONG CHORD BEARS N28°56'22"E, 51.58 FEET); THENCE N02°06'49"W, 9.51 FEET; THENCE S88°36'14"E, 1.32 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 124TH STREET; THENCE ON SAID WEST RIGHT OF WAY LINE OF 124TH STREET, S02°51'19"E, 11.37 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BURT STREET; THENCE ON SAID SOUTH RIGHT OF WAY LINE OF BURT STREET, N87°30'30"E, 23.52 FEET TO A POINT OF CURVATURE; THENCE ON A 75.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 79.51 FEET (LONG CHORD BEARS S29°37'21"W, 75.84 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ON A 250.93 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 179.14 FEET (LONG CHORD BEARS S39°32'25"W, 175.36 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ON A 467.26 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 372.41 FEET (LONG CHORD BEARS S03°44'40"E, 362.63 FEET) TO THE POINT OF BEGINNING.

SAID GRADING, CONSTRUCTION AND INGRESS AND EGRESS EASEMENT CONTAINS A CALCULATED AREA OF 19814.07 SQ. FT. OR 0.455 ACRES MORE OR LESS.

PROJECT NO: 012-1773	CANDLEWOOD HILLS ACCESS DRIVE	 <small>2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL: 402.341.1116 FAX: 402.341.5825</small>	EXHIBIT A
DRAWN BY: ALB			
DATE: 1/20/2015			