



PERMANENT INGRESS AND EGRESS EASEMENT

THIS INGRESS AND EGRESS EASEMENT (the “**Easement**”) is made and entered into as of the 23 day of NOVEMBER, 2021 by AJKL, LLC, a Nebraska limited liability company (“Grantor”).

Preliminary Statement

WHEREAS, Grantor is owner of the real estate legally described on Exhibit “A”, attached hereto and incorporated by referenced herein (the “**Development**”), which Grantor intends to develop into a residential development known as Catalina Acres.

WHEREAS, portions of the Development as may later be separately conveyed, do not have access to public streets; and

WHEREAS, Grantor wishes to establish, for the benefit of the Development and subsequent owners of each portion thereof, a permanent, nonexclusive right of ingress and egress to public streets.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the covenants and conditions set forth below, Grantor provides as follows:

1. Permanent Ingress and Egress Easement. Grantor hereby conveys and grants to each owner of any portion of the Development, whether one or more, a permanent, nonexclusive right of ingress and egress over and across that certain real estate legally described as set forth on Exhibit “B”, attached hereto and incorporated by referenced herein (the “**Easement Property**”). Such Easement shall be pertinent to ownership of any portion of the Development and may not be separated from ownership of property in the Development. Such easement rights shall expressly grant each owner of the Development, or any portion thereof, the nonexclusive right to use the Easement Property for pedestrian and vehicular traffic, including, without limitation, use by agricultural and construction vehicles.

2. Limitation of Easement Rights. No owner of the Development shall make use of the Easement Property for parking, storage, construction of building or other improvements, in any manner which impedes the use of the Easement Property by other property owners in the

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development. Each owner of any property in the Development shall be entitled to seek recovery at law or in equity for damages resulting from impaired or limited access to the Easement Property against any party other than Grantor. Each property owner in the Development shall be entitled to the remedy of specific performance and/or injunctive relief for use of the Easement Property in violation of the terms of this Easement by any party other than Grantor.

3. Further Provisions. Certain rights and obligations with respect to the Easement Property may be limited or altered by the terms of the Declaration of Covenants, Conditions, Restrictions and Easements of Catalina Acres as may be recorded with the Douglas County Register of Deeds office as may be amended from time-to-time.

4. Amendment. This Easement may only be amended by an instrument executed by the owners of all the property in the Development, and such amendment shall be effective upon the recording of the Amendment in the office of the Douglas County Register of Deeds.

5. Miscellaneous. This Agreement shall be governed by the laws of the State of Nebraska. Time is of the essence of this Agreement.

AJKL, LLC, a Nebraska limited liability company

By: 
Jason Steinbach, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on November 23, 2021, by Jason Steinbach, Manager of AJKL, LLC, a Nebraska limited liability company, on behalf of the company, who is known to me personally or who has produced satisfactory evidence of identification to me, Jason Steinbach.

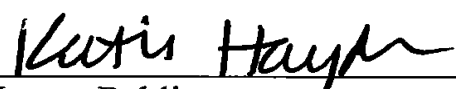

Notary Public



EXHIBIT "A"
DEVELOPMENT

THAT PART OF THE EAST 1/2 OF THE SW1/4 OF SECTION 18, T16N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST 1/2; THENCE N00°09'38"E (BEARINGS REFERENCED TO THE DOUGLAS/SARPY COUNTY LOW DISTORTION PROJECTION) 2645.15 FEET ON THE WEST LINE OF SAID EAST 1/2 TO THE NW CORNER THEREOF; THENCE S89°53'16"E 698.97 FEET ON THE NORTH LINE OF SAID SW 1/4; THENCE S00°07'08"W 1007.30 FEET; THENCE S89°53'08"E 598.73 FEET; THENCE S00°07'45"W 1637.34 FEET ON A LINE 24.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4 TO THE SOUTH LINE THEREOF; THENCE N89°54'34"W 1299.32 FEET ON THE SOUTH LINE OF SAID SW1/4 TO THE POINT OF BEGINNING.

EXHIBIT "B"
EASEMENT PROPERTY

A 60.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE EAST 1/2 OF THE SW1/4 OF SECTION 18, T16N, R10E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 1/2; THENCE S89°54'34"E (BEARINGS REFERENCED TO THE DOUGLAS/SARPY COUNTY LOW DISTORTION PROJECTION) 640.89 FEET ON THE SOUTH LINE OF SAID SW1/4 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°54'34"E 60.00 FEET ON THE SOUTH LINE OF SAID SW 1/4; THENCE N00°07'08"E 1987.00 FEET; THENCE N89°54'34"W 60.00 FEET ON A LINE 1987.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW1/4; THENCE S00°07'08"W 1987.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 119,220 SQUARE FEET OR 2.74 ACRES