

Space Above This Line For Recording Information

When recorded mail to Daniel J. Waters, Lamson Dugan & Murray LLP, 10306 Regency Parkway Drive, Omaha, NE 68114

**PERPETUAL EASEMENT AGREEMENT
FOR INGRESS AND EGRESS**

This Perpetual Easement Agreement ("Agreement") is made effective as of the 22nd day of April, 2024, by and between E. BENJAMIN NELSON, an individual, and his successors and assigns ("Grantor"), and E. BENJAMIN NELSON, an individual, and his successors and assigns ("Grantee").

Recitals

WHEREAS, Grantee is the record owner of real estate described as follows (the "Grantee Parcel"):

See Attachment A

WHEREAS, Grantor owns or will own the real estate abutting the Grantee Parcel on the East (the "Grantor Parcel") described as follows:

See Attachment B

WHEREAS, Grantor desires to grant to Grantee a non-exclusive permanent access easement over, upon and across the Grantor Parcel, as more fully depicted on the attached exhibit "C" (the "Easement Area") described above for the purposes of (i) ingress and egress, and (2) parking in favor of Grantee, the owners, occupants, and mortgagees, now and hereafter, of the Grantee Parcel, each of their successors, heirs, assigns, and along with all of their respective employees, agents, tenants, subtenants, contractors, invitees, customers, licensees, vendors or concessionaires and fire, rescue and other emergency vehicles (hereinafter "Permitees").

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

WHEREAS, All of the recitals above are statements of fact and not mere recitals, and are made a part hereof and incorporated into this Agreement by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises contained herein, and for other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally and equitably, hereby agree as follows:

1. Granted Easement.

A. Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantee and all Permittees, and otherwise for the benefit of Grantee Parcel, a permanent, non-exclusive easement running with the land over, upon and across the Easement Area for the purposes of (i) ingress and egress to and for the benefit of the Grantee Parcel.

B. The rights granted herein constitute the “Granted Easement”.

2. Use of Easement. The use of the Granted Easement created by this Agreement will, in each instance, be non-exclusive and for the use and benefit of Grantee and Grantor, and their respective Permittees.

3. Damage to Easement Area. Each party hereto shall promptly notify the other party of any known damage done to the Easement Area by said party or its Permittees (the “Damaging Party”). The Damaging Party shall thereafter repair such damage to bring the damaged portion of the Easement Area to a similar condition as the undamaged portion. The Damaging Party, notwithstanding anything herein to the contrary, shall be solely responsible for the reasonable cost of said repair. The Damaging Party shall accomplish said repair expeditiously, given the facts and circumstances. Regardless of the extent of damage, even if total destruction, the Damaging Party shall repair the improvements located within the Easement Area to similar repair as prior to being so damaged unless agreed to in writing by all parties hereto.

4. Maintenance and Repair of Granted Easement. Subject to the maintenance requirements of other holders of recorded easements, Grantor shall maintain and repair (other than due to a Damaging Party which shall be repaired pursuant to Section 3 above) the improvements located within the Easement Area in a manner reasonably consistent with the condition of the Easement Area on the date of this Agreement or in any other condition agreed upon in writing signed by all parties hereto. For purposes of this Agreement, “Maintenance” shall include all regular maintenance and repair conducted upon the Easement Area other than “Repair”; all items of maintenance and repair that are treated as a capital improvement in accordance with the then-current Internal Revenue Code or that is customarily within the industry only undertaken once every five (5) or more years shall be referred to in this Agreement as “Repair”. In the event such maintenance or repairs cause any disruption or damage to the Grantor’s Parcel, Grantor shall restore the Grantor’s Parcel to the condition it was in immediately preceding such disruption or damage, including without limitation the replacement or repair of sod, plantings, landscaping, and affected structures if any.

5. 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, (iii) U.S. certified mail, return receipt requested, postage prepaid, or (iv) by fax transmission (receipt confirmed) to the telephone numbers indicated below:

If to Grantor:

If to Grantee: E. Benjamin Nelson
Lamson Dugan & Murray LLP
10306 Regency Parkway Dr.
Omaha, NE 68136

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

6. Legal Effect. The Granted Easement and rights created by this Agreement are appurtenant to the Grantee 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 Grantee and Grantor and anyone hereafter acquiring an interest in the Grantor Parcel or the Grantee Parcel, respectively; and (c) will inure to the benefit of Grantee and Grantor, 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 Grantor Parcel or Grantee Parcel.

7. Default; Remedies. Grantee and Grantor agree 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 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 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 the defaulting party not less than thirty (30) days prior to the commencement of such action. Notwithstanding the foregoing, the other party will have the power to enter onto the Easement Area and perform the obligations of the defaulting party immediately in emergency situations. During such thirty (30) day period, the defaulting party 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, 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 the amount thereof will be immediately due and payable by the defaulting party, together with interest at the rate of twelve percent (12%) per annum until paid.

- C. *Collection.* In the event either party shall fail to pay any sums owed to the other party under this Agreement, such other party may sue the defaulting party to recover such sums, together with interest thereon from the date due at the rate of twelve percent (12%) per annum 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, 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 will entitle the other party to cancel, rescind or otherwise terminate this Agreement.
- F. *No Obstruction.* Neither Grantee nor its respective Permittees, customers, employees, servants, contractors and tenants shall use the Granted Easement so as to prevent access to the Granted Easement by Grantor or other parties entitled to do so.

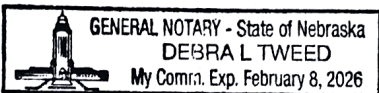
[SIGNATURE PAGE TO FOLLOW]

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

E. Benjamin Nelson
E. Benjamin Nelson, Grantor

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on April 22, 2024, by E. Benjamin Nelson an individual

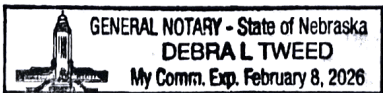
[SEAL] 

Debra L. Tweed
Notary Public

E. Benjamin Nelson
E. Benjamin Nelson, Grantee

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on April 22, 2024, by E. Benjamin Nelson.

[SEAL] 

Debra L. Tweed
Notary Public