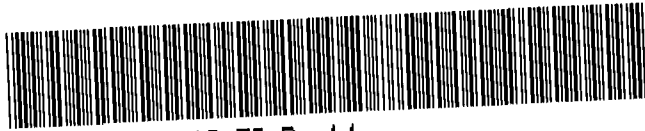




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Register of Deeds, Douglas County, NE
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RECIPROCAL ACCESS EASEMENT

THIS RECIPROCAL ACCESS EASEMENT (this "Easement") is made and entered into as of the 29th day of July, 2016 (the "Effective Date"), by and between Dingman Investments, LLC, a Nebraska limited liability company ("Dingman"), and PS #1, LLC, a Nebraska limited liability company ("PS").

RECITALS

WHEREAS, Dingman is the lawful owner of that certain real property legally described on Schedule 1 hereto and referred to herein as "Lot 1" and "Lot 2" and together as the "Dingman Property";

WHEREAS, PS is the lawful owner of that certain real property as described on Schedule 2 hereto (the "PS Property");

WHEREAS, there are improved parking lots and/or drive-lanes, as applicable, situated on the Dingman Property and the PS Property (the "Parking Lots", and respectively the "Dingman Parking Lots" and the "PS Parking Lot"), with the means of ingress-egress to and from the Parking Lots and the public thoroughfare commonly known as Emmet Street;

WHEREAS, Dingman and PS by this instrument intend to create a reciprocal non-exclusive perpetual easement and right-of-way for ingress and egress to and from the Parking Lots in, over and across certain portions of the Dingman Property and the PS Property as generally depicted on Exhibit A hereto (the "Easement Area") for the benefit of the parties, and their successors and assigns; and

WHEREAS, by virtue of the recording of this Easement, the Dingman Property and the PS Property shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Easement and every grantee of any interest in either such real property, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of either such real property, whether or

Ret FULLI

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NE 68144-4482

att: Mark Johnson

(C)

not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Easement and shall be deemed to have consented to the terms hereof.

NOW, THEREFORE, in consideration of the mutual grants, covenants and promises contained herein, and of the mutual benefits accruing to each of the parties hereto, their respective successors, legal representatives and assigns, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby declare and agree as follows:

1. Dingman Easements.

- a. Dingman, as the owner of Lot 1, hereby declares and grants to PS and Dingman for the benefit of Dingman, PS, and all future owners, occupants and mortgagees of the Lot 2 and the PS Property, and their respective officers, directors, members, partners, employees, tenants, agents, contractors, customers, invitees, visitors, service providers, licensees, vendors, subtenants and/or concessionaires, a non-exclusive perpetual ingress-egress easement and right-of-way, but not parking, in, over, upon and across that portion of Lot 1 which is contained in the Easement Area, as more particularly depicted and described on Exhibit "A" attached hereto and by this reference incorporated herein ("Lot 1 Easement Area") for the purposes of providing pedestrian and vehicular ingress-egress to, from, across and between (i) Lot 2, and (ii) the PS Parking Lot and the public thoroughfare commonly known as Emmet Street.
- b. Dingman, as the owner of Lot 2, hereby declares and grants to PS and Dingman for the benefit of Dingman, PS, and all future owners, occupants and mortgagees of the Lot 1 and the PS Property, and their respective officers, directors, members, partners, employees, tenants, agents, contractors, customers, invitees, visitors, service providers, licensees, vendors, subtenants and/or concessionaires, a non-exclusive perpetual ingress-egress easement and right-of-way, but not parking, in, over, upon and across that portion of Lot 2 which is contained in the Easement Area, as more particularly depicted and described on Exhibit "A" attached hereto and by this reference incorporated herein ("Lot 2 Easement Area") for the purposes of providing pedestrian and vehicular ingress-egress to, from, across and between (i) Lot 1, and (ii) the PS Parking Lot and the public thoroughfare commonly known as Emmet Street.

2. PS Easement. PS hereby grants to Dingman for the benefit of Dingman and for the benefit of all future owners, occupants and mortgagees of the Dingman Property, and their respective officers, directors, members, partners, employees, tenants, agents, contractors, customers, invitees, visitors, service providers, licensees, vendors, subtenants and/or concessionaires, a non-exclusive perpetual ingress-egress easement and right-of-way, but not parking, in, over, upon and across that portion of the PS Property which is contained in the Easement Area, as more particularly depicted and described on Exhibit "A" attached hereto and by this reference incorporated herein ("PS Easement Area") for the purposes of providing

pedestrian and vehicular ingress-egress between the Dingman Parking Lots and the public thoroughfare commonly known as Emmet Street.

3. Nature of Easements. The provisions of this Easement are not intended and shall not be deemed to constitute a dedication for public use, and the rights and easements granted herein are private and for the benefit only of the persons and entities set forth herein.

4. Replacement of Existing Easement Area. Dingman to replace existing easement area as part of development at its sole cost.

5. Maintenance Obligation. Dingman, and its successors and assigns, shall, for so long as this Easement is in effect, keep and maintain the Lot 1 Easement Area and Lot 2 Easement Area in not less than good condition, ordinary wear and tear excluded, including, without limitation, surface and subsurface repairs and maintenance. PS, and its successors and assigns, shall, for so long as this Easement is in effect, keep and maintain the PS Easement Area in not less than good condition, ordinary wear and tear excluded, including, without limitation, surface and subsurface repairs and maintenance.

6. Restrictions. No barricades, signs, fences, or other dividers will be constructed within the Easement Area and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic through the Parking Lot within the Easement Area; provided, however, curb stops and other reasonable traffic controls, including, without limitation, directional barriers and stop signs, as may be necessary to guide and control the orderly flow of traffic may be installed by a party on its respective parcel to the extent such controls do not materially adversely affect the other parcel or party. In addition, a party may install temporary traffic controls on its respective parcel in the event of any emergency condition.

7. Effect of Covenants. Each party hereto, and its successors and assigns, by the acceptance of a deed of conveyance, accepts same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Easement or to which this Easement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any class interest of estate in such property, and shall inure to the benefit of such property owners on like manner as though the provisions, terms and restrictions of this Easement were received and stipulated at length in each and every deed of conveyance.

8. Taxes. Each party further acknowledges that it is solely responsible for payment of all real estate taxes and assessments, if any, on the real property owned by it.

9. Waiver. No covenant, restriction, condition or provision of this Easement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

10. Indemnification. Each party ("Indemnifying Party") for itself and its successors and assigns hereby agrees to defend, indemnify and hold harmless the other party ("Indemnified Party"), its successors and assigns and their respective directors, officers, members, employees, invitees, agents, representatives and affiliates from and against any and all claims, obligations, liabilities, losses, damages, causes of action, suits, demands, claims for indemnity or contribution, penalties, judgments, costs and expenses, including reasonable attorneys' fees and expenses, including, without limitation, liability for bodily injury, including death, property damage, automobile accident liability or environmental liability, at any time existing or asserted, to the extent such arise out of, are caused by any action or inaction of the Indemnifying Party, its successors and assigns or their respective directors, officers, members, employees, invitees, agents, representatives and affiliates in connection with or related to, the use of the Easement Area pursuant to this Easement, unless such claims, obligations, liabilities, losses, damages, causes of action, suits, demands, claims for indemnity or contribution, penalties, judgments, costs and expenses, without regard to the form of action, are hereinafter suffered or incurred by the Indemnified Party or its directors, officers, members, employees, invitees, agents, representatives and affiliates, and such arise out of, directly or indirectly, (i) the negligence or willful misconduct of the Indemnified Party, its successors and assigns or their respective directors, officers, members, employees, invitees, agents, representatives and affiliates, or (ii) the Indemnified Party's operation or use of real property located adjacent to the Easement Area that is owned by the Indemnified Party, its successors and assigns, in which case such Indemnified Party, its successors and assigns shall indemnify, defend, save and hold harmless the Indemnifying Party and its directors, officers, members, employees, invitees, agents, representatives and affiliates. The provisions of this subsection shall survive termination of this Easement.

11. Estoppel. Either party shall deliver to the other party, within twenty (20) days after request therefore, a written statement setting forth that, to the best of such party's knowledge, the requesting party is not in default in the performance of any of its obligations under this Easement or, if in default, setting forth the nature of such default, and such other matters as may be reasonably requested.

12. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Easement herein contained, as the case may be, shall not render the remainder of the Easement invalid, nor any other part therein contained.

13. Amendment, Modification, Notice.

(a) This Easement may only be amended by the written consent and agreement of all of the owners of Lot 1, Lot 2, and the PS Property, or their successors and assigns. Any such modification or amendment shall be effective when duly recorded in the office of the Register of Deeds for Douglas County, Nebraska.

(b) Wherever in this Easement the consent or approval of a party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (i) be in writing; (ii) specify the section hereof which requires that such notice be given or that such

consent or approval be obtained; and (iii) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of a party under this Easement, to be effective, must be given, denied or conditioned expressly and in writing.

(c) Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of Dingman and PS are as follows:

Dingman: Dingman Investments, LLC
 Attn: Boyd Dingman
 12020 Emmet St
 Omaha, NE 68164

PS: PS #1, LLC
 Attn: Brian Diedrichsen
 6336 Pershing Drive
 Omaha, NE 68110

14. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Counterparts. This Easement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Easement as of the Effective Date.

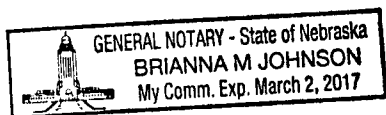
DINGMAN INVESTMENTS, LLC, a
Nebraska limited liability company,

By: *Boyd Dingman*
Its: *owner*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came *Boyd Dingman*, *owner* of Dingman Investments, LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notary Seal on this *27th* day of *July*, 2016.



Brianna M Johnson
Notary Public

PS #1, LLC, a Nebraska limited liability company,

By: Brian
Its: Portfolio Director

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came Brian Diedrichsen, Portfolio Director of PS #1, LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and Notary Seal on this 21 day of July, 2016.



Kristi J. Hazelip
Notary Public

Schedule 1

DINGMAN PROPERTY – LEGAL DESCRIPTIONS

Lot 1:

TRANQUILITY PLACE REPLAT LOT 9 BLOCK 0 IRREG E 190 FT & IRREG W 41.97 E
48.98 S 331.1 FT LOT 9

Lot 2:

All of Lot 10 and Part of Lot 9, Tranquility Place Replat, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Lot 10, Tranquility Place Replat, thence S00°10'47"E (assumed bearing) along the Westerly right-of-way line of 120th Street, a distance of 51.73 feet; thence S09°10'00"W along said Westerly right-of-way line of 120th Street, a distance of 30.91 feet, thence S01°43'39"W along said Westerly right-of-way line of 120th Street, a distance of 101.01 feet; thence Southwesterly along said Westerly right-of-way line of 120th Street and the Northerly right-of-way line of Emmet Street, on a curve to the right with a radius of 27.00 feet, a distance of 41.03 feet, said curve having a long chord which bears S45°15'49"W, a distance of 37.20 feet; thence Southwesterly along said Northerly right-of-way line of Emmet Street, on a curve to the left with a radius of 300.00 feet, a distance of 170.09 feet, said curve having a long chord which bears S72°33'48"W, a distance of 167.82 feet; thence S56°19'15"W along said Northerly right-of-way line of Emmet Street, a distance of 7.01 feet, thence N00°10'47"W, a distance of 262.94 feet, thence N89°49'13"E along the North line of said lot 10, Tranquility Place Replat and the Westerly extension thereof, a distance of 201.00 feet to the Point of Beginning.

Schedule 2

PS PROPERTY – LEGAL DESCRIPTION

A tract of land being part of Lots 8 and 9, in TRANQUILITY PLACE REPLAT, a Subdivision located in the Northeast Quarter of Section 7, Township 15 North, range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

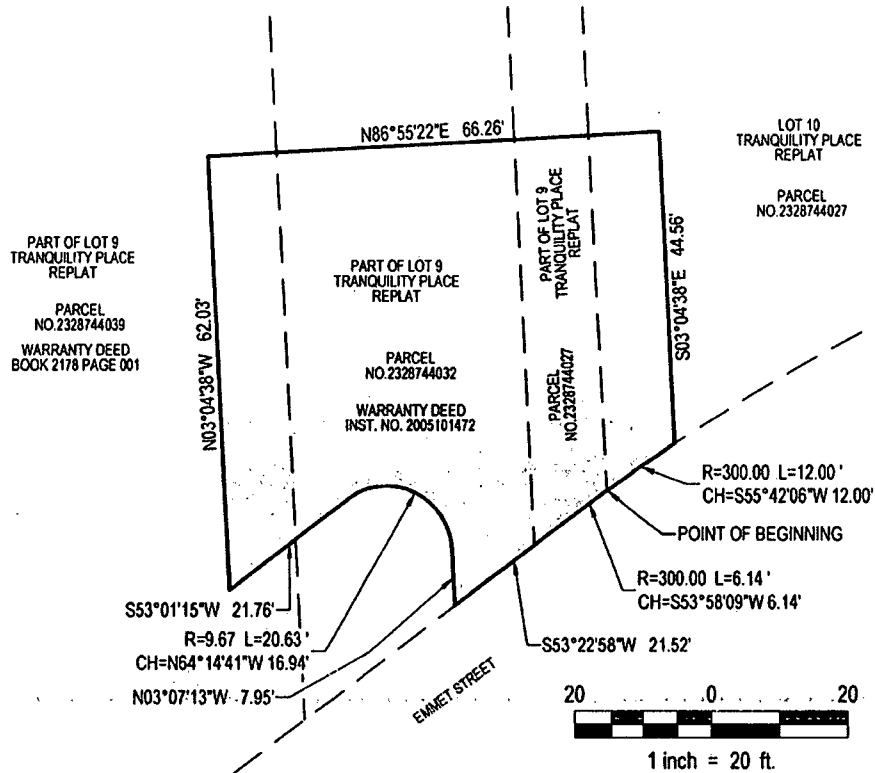
Beginning at the Southwest corner of said Lot 9, Tranquility Place Replat, said point also being on the Northerly right-of-way line of Emmet Street; thence North 70°40'47" West (assumed bearing) along said Northerly right-of-way line of Emmet Street, said line also being the Southerly line of said Lot 8, Tranquility Place Replat, a distance of 144.42 feet; thence North 00°10'47" West, a distance of 545.79 feet to a point on the Southerly right-of-way line of West Maple Road, said line also being on the Northerly line of said Lot 8, Tranquility Place Replat; thence along said Southerly right-of-way line of West Maple Road, said line also being the Northerly line of said Lots 8 and 9, Tranquility Place Replat, on a curve to the right with a radius of 4,197.19 feet, a distance of 475.70 feet, said curve having a long chord which bears South 85°24'23" East, a distance of 475.45 feet; thence South 00°10'47" East, a distance 154.32 feet; thence South 89°49'13" West, a distance of 35.00 feet; thence South 00°10'47" East a distance of 331.10 feet to a point on said Northerly right-of-way line of Emmet Street, said point also being on the Southerly line of said Lot 9, Tranquility Place Replat; thence South 56°19'16" West along said Northerly right-of-way line of Emmet Street, said line also being said Southerly line of lot 9, Tranquility Place Replat, a distance of 70.85 feet; thence Westerly along said Northerly right-of-way line of Emmet Street, said line also being said Southerly line of Lot 9, Tranquility Place Replat, on a curve to the right with a radius of 275.00 feet, a distance of 254.38 feet, said curve having a long chord which bears South 82°49'14" West a distance of 245.41 feet to the point of beginning.

EXHIBIT "A"

Easement Area

Attached.

EXHIBIT "A"



LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF LOTS 9 AND 10, TRANQUILITY PLACE REPLAT, A SUBDIVISION LOCATED IN THE NE1/4 OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 12 EAST, OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10, TRANQUILITY PLACE REPLAT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 9, TRANQUILITY PLACE REPLAT, AND ALSO ON THE NORTHERLY RIGHT-OF-WAY LINE OF EMMET STREET; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 9, TRANQUILITY PLACE REPLAT, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF EMMET STREET ON A CURVE TO THE LEFT WITH A RADIUS OF 300.00 FEET, A DISTANCE OF 6.14 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S53°58'09"W (ASSUMED BEARING), A DISTANCE OF 6.14 FEET; THENCE S53°22'58"W ALONG SAID SOUTHERLY LINE OF LOT 9, TRANQUILITY PLACE REPLAT, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF EMMET STREET, A DISTANCE OF 21.52 FEET; THENCE N03°07'13"W, A DISTANCE OF 7.95 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 9.67 FEET, A DISTANCE OF 20.63 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N64°14'41"W, A DISTANCE OF 16.94 FEET; THENCE S53°01'15"W, A DISTANCE OF 21.76 FEET; THENCE N03°04'38"W, A DISTANCE OF 62.03 FEET; THENCE N86°55'22"E, A DISTANCE OF 66.26 FEET; THENCE S03°04'38"E, A DISTANCE OF 44.56 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 10, TRANQUILITY PLACE REPLAT, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF EMMET STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF LOT 10, TRANQUILITY PLACE REPLAT, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF EMMET STREET ON A CURVE TO THE LEFT WITH A RADIUS OF 300.00 FEET, A DISTANCE OF 12.00 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S55°42'06"W, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 3,588 SQUARE FEET OR 0.082 ACRES MORE OR LESS.



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mid Valley Road, Suite 100 • Omaha, NE 68154 Phone 402 895 4700 • Fax 402 895 3598

Drawn by: FCE Chkd by:

Date: 03/28/2016

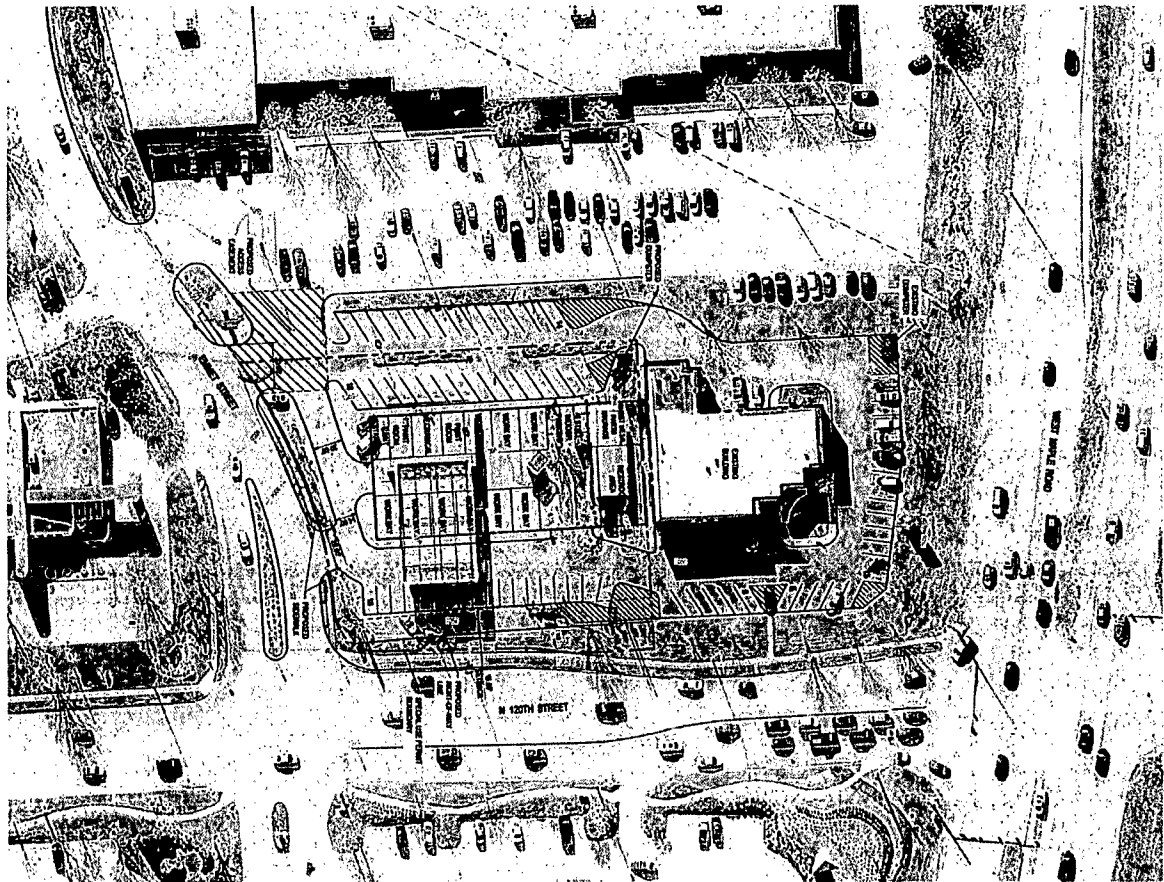
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ACCESS EASEMENT

PART OF LOTS 9 AND 10

TRANQUILITY PLACE REPLAT

DOUGLAS COUNTY, NEBRASKA



POOR COPY

Project		Revisions	
No.	Description	No.	Description
1	Initial		
2	Final		
3	Revised		
4	Revised		
5	Revised		

SPECIAL USE PERMIT
SITE PLAN

DINGMAN'S AUTO ADDITION
120TH & MAPLE PROPERTY
DOUGLAS COUNTY, WISCONSIN

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

200 North 11th Street, Suite 100, Waukegan, IL 60087
Phone: 847.933.1100 Fax: 847.933.1101
www.eaag.com

FORM OF CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEED OF TRUST

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, PINNACLE BANK, as Trustee and Beneficiary, under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing Statement dated December 18, 2014, recorded December 19, 2014 at Instrument No. 2014098726, as modified by a Modification of Deed of Trust dated November 6, 2015 and a Second Modification of Deed of Trust dated May 31, 2016 (collectively, the "Deed of Trust"), hereby consents to the foregoing Easement such that the Deed of Trust shall be subject to said Easement, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Deed of Trust, it shall not take any action to terminate the foregoing Easement.

Executed this 25th day of JULY, 2016.

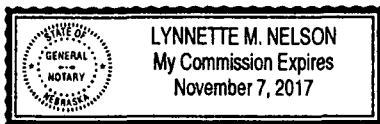
PINNACLE BANK,
as Trustee, Beneficiary and Lender,

By: [Signature]
Name: LUKE TRATNIEWICZ
Its: VICE PRESIDENT

STATE OF NEBRASKA)
) ss.

COUNTY OF ~~DOUGLAS~~)
 LANCASTER

The foregoing instrument was acknowledged before me on this 25th day of JULY, 2016, by LUKE TRATNIEWICZ, as VICE PRESIDENT of PINNACLE BANK, as Trustee, Beneficiary and Lender, on behalf of said company.



[Signature]
Notary Public

**FORM OF CONSENT OF TRUSTEE AND BENEFICIARY UNDER
AGREEMENT NOT TO SELL OR ENCUMBER REAL PROPERTY**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, SECURITY NATIONAL BANK OF OMAHA, as Trustee and Beneficiary, under that certain Agreement Not To Sell Or Encumber Real Property dated April 27, 2016, recorded May 19, 2016, Instrument #2016038011, hereby consents to the foregoing Easement such that the Agreement Not To Sell Or Encumber Real Property shall be subject to said Easement, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Agreement Not To Sell or Encumber Real Property, it shall not take any action to terminate the foregoing Easement.

Executed this 22 day of July, 2016.

**SECURITY NATIONAL BANK OF OMAHA
as Trustee, Beneficiary and Lender**

BY:

Michael S. O'Neal

NAME:

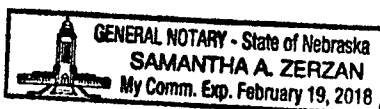
Michael S. O'Neal

ITS:

Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 22 day of
July, 2016, by Michael S. O'Neal as Vice President of
SECURITY NATIONAL BANK OF OMAHA, as Trustee, Beneficiary and Lender, on behalf of said company.



Samantha A. Zerzan
Notary Public