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RECIPROCAL INGRESS AND EGRESS AGREEMENT

5/1/2010

PEBBLEWOOD GROUP, LLC

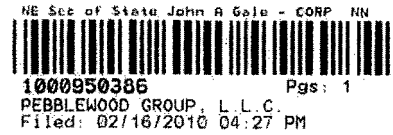
80 DODGE HOTEL VENTURE, LLC

BEVERLY HILLS, LLC

**AMENDED ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY**

Submit in Duplicate

John A. Gale, Secretary of State
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
<http://www.sos.state.ne.us>



Name of Limited Liability Company Beverly Plaza, L.L.C.

Please check the item or items that are being amended and provide the appropriate information as changed by the amendment:

Name of Limited Liability Company Pebblewood Group, L.L.C.

Purpose of Limited Liability Company _____

Period of duration is _____

Change in stated capital _____

Change to any other statement in the articles of organization _____

(attach additional pages if needed)

This change to the articles of organization was made pursuant to an affirmative of vote of the majority in interest of the members or in such manner as specifically provided in the articles of organization.

DATED February 11, 2010


Signature of Authorized Representative

Edwin D. Schoening
Printed Name of Authorized Representative

RECIPROCAL INGRESS AND EGRESS AGREEMENT

THIS RECIPROCAL INGRESS AND EGRESS AGREEMENT (“Agreement”) is made as of the 1st day of May, 2010, by and between PEBBLEWOOD GROUP, LLC, a Nebraska Limited Liability Company (“Pebblewood”) and 80 Dodge Hotel Venture, LLC, a Nebraska Limited Liability Company (“Hotel”) hereinafter jointly referred to as “Grantees”, and Beverly Hills, LLC, a Nebraska Limited Liability Company hereinafter referred to as “Grantor”.

WHEREAS, Exhibit A, which is attached to this Agreement and by this reference made a part hereof, reflects property, located in the City of Omaha, County of Douglas, State of Nebraska, that is the subject of this Agreement, and

WHEREAS, Pebblewood is the owner of Lots 1 and 2, Tower Plaza Replat 10 as depicted on Exhibit A, and

49-38823

WHEREAS, Hotel is the owner of Lot 3, Tower Plaza Replat 10 as depicted on Exhibit A, and

WHEREAS, Grantor is Lessee, by assignment, under that certain Land Lease dated September 11, 1954 covering Lots 1 to 8, both inclusive, in Block 1, Beverly Hills Addition in the City of Omaha, County of Douglas, State of Nebraska as partially depicted on Exhibit A, which land abuts that of Grantees, and

49-03620

WHEREAS, Grantees desire to access and utilize those portions of Grantor’s leased land depicted on Exhibit A as “Grantor’s Access Land”, for the purpose of attaining ingress to and egress from West Dodge Road and for the benefit of Grantees and Grantees’ tenants, guests, and other invitees, and

WHEREAS, Grantor desires to access and utilize those portions of Grantees’ land utilized from time to time for parking and for ingress to and egress from Davenport Street and 80th Street (the “Grantees’ Access Land”), for the purpose of Grantor attaining ingress to and egress from Davenport Street and 80th Street for the benefit of Grantor and Grantor’s tenants, guests and other invitees,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. GRANT OF ACCESS. For purposes of Grantees’ attainment of ingress to and egress from West Dodge Road for the benefit of Grantees and Grantees’ tenants, guests, and other invitees, Grantor does hereby grant to Grantees a non-exclusive right-of-way over and across the Grantor’s Access Land as depicted on Exhibit A, and in consideration therefore, Grantees do hereby grant Grantor a non-exclusive right-of-way over and across Grantees’ Access Land for purposes of Grantor’s attainment of ingress to and egress from Davenport Street and 80th Street for the benefit of Grantor and Grantor’s tenants, guests and other invitees. Grantor and Grantees agree and acknowledge:

a. That the building, parking and street entrance locations and configurations depicted on Exhibit A as being located on Lots 1, 2 and 3 of Tower Plaza Replat 10 are tentative only as of the date of this Agreement and that Grantees may change the configuration thereof at any time and from time to time at their sole discretion, provided the term "Grantees' Access Land" shall apply at all times to those portions of Lot 1, 2 and 3 of Tower Plaza Replat 10 that are utilized at that time for parking and for ingress to and egress from Davenport Street and 80th Street.

b. That the building, parking and street entrance locations and configurations depicted on Exhibit A as being located on Grantor's leased land are now existing, but that Grantor may change the configuration thereof at any time and at Grantor's sole discretion, provided Grantor shall at all times, subject to applicable municipal regulations and restrictions, preserve and provide substantially equivalent access for purposes of Grantees' attainment of ingress to and egress from West Dodge Road. Upon any change or relocation by Grantor, this Agreement shall apply to the actual location and configuration then in existence.

c. It is the express intent of Grantor and Grantees that reciprocal rights of access, ingress and egress provided in this Agreement shall not be restricted to the locations depicted on Exhibit A, but shall instead be rights effective with respect to the actual location of the buildings, parking and street entrances then in existence, which actual locations may or may not conform to those depicted on Exhibit A. Grantor and Grantees acknowledge that Exhibit A is a proposed plan, and not intended to be permanently binding upon the parties in the event Grantor or Grantees exercise their rights to relocate or modify the buildings, parking or street entrance locations pursuant to each party's rights under this Agreement.

2. GRANT OF GRANTEE'S CONSTRUCTION RIGHTS. In the event any existing drive lane, walkway or related conditions on the Grantor's Access Land are not acceptable to Grantees during the Term of this Agreement, Grantees may construct new, or re-construct existing, parking areas, drive lanes and walkways on the Grantor's Access Land, provided:

a. Any such construction or re-construction shall conform to the then existing configuration of parking areas, drive lanes and walkways located on Grantor's Access Land,

b. Any such construction or re-construction shall be subject to Grantor's specific and prior written approval,

c. Any such construction or re-construction shall be completed without cost to Grantor, and

d. Grantor shall not be restricted nor precluded from subsequently constructing or re-constructing, at its expense, parking areas, drive lanes, walkways or other improvements on the Grantor's Access Land, so long as such improvements do not significantly restrict or impede Grantees' right-of-way as granted by Section 1 of this Agreement.

3. GRANT OF GRANTOR'S CONSTRUCTION RIGHTS. In the event any existing drive lane, walkway or related conditions on the Grantees' Access Land are not acceptable to Grantor during the Term of this Agreement, Grantor may construct new, or re-construct existing, parking areas, drive lanes and walkways on the Grantees' Access Land, provided:

a. Any such construction or re-construction shall conform to the then existing configuration of parking areas, drive lanes and walkways located on Grantees' Access Land,

b. Any such construction or re-construction shall be subject to the respective Grantee's specific and prior written approval,

c. Any such construction or re-construction shall be completed without cost to Grantee, and

d. Grantee shall not be restricted nor precluded from subsequently constructing or re-constructing, at its expense, parking areas, drive lanes, walkways or other improvements on the Grantees' Access Land, so long as such improvements do not significantly restrict or impede Grantor's right-of-way as granted by Section 1 of this Agreement.

4. RESTRICTIONS ON GRANT OF ACCESS. Notwithstanding the access right-of-way granted hereunder, Grantees shall have no right of access to Grantor's leased land or property located outside of the Grantor's Access Land area, and the rights granted hereunder shall not be deemed to be, nor to become, an easement on, over, under or across the Grantor's Access Land, and Grantees specifically waive any and all rights to claim any easement(s), prescriptive easement(s) or other rights or privileges with respect to the Grantor's Access Land beyond those described in Sections 1 and 2.

Notwithstanding the access right-of-way granted hereunder, Grantor shall have no right of access to Grantees' land or property located outside of the Grantees' Access Land area, and the rights granted hereunder shall not be deemed to be, nor to become, an easement on, over, under or across the Grantees' Access Land, and Grantor specifically waives any and all rights to claim any easement(s), prescriptive easement(s) or other rights or privileges with respect to the Grantee's' Access Land beyond those described in Sections 1 and 3.

5. DURATION. This Agreement and Grantor's and Grantees' respective right of use of the Grantees' Access Land and Grantor's Access Land for the purposes described in Section 1 shall commence upon the first granting of an Occupancy Permit by the City of Omaha for any of the buildings on Grantees' land as depicted on Exhibit A, and shall continue (a) for the duration of Grantor's occupancy as Lessee under the September 11, 1954 Land Lease described above, or (b) until the earlier, mutual termination of this Agreement by Grantor and Grantees. Notwithstanding (a) above, in the event that Grantor extends the term of the September 11, 1954 Land Lease, enters into a new land lease ("Replacement Lease"), or acquires fee simple title to the Grantor's Access Land, then this Agreement shall continue between the parties and shall only terminate upon written termination by the parties, or upon the expiration of any extension of the September 11, 1954 Land Lease or of the Replacement Lease as applicable.

6. OPERATION, MAINTENANCE AND REPLACEMENT. Grantor and Grantees shall protect and preserve their respective land and the improvements thereon, and shall operate, maintain and replace their respective parking areas, drive lanes, landscaping and other improvements located thereon to keep the same in good condition and repair.

7. INSURANCE. Grantor and Grantees agree to keep in force throughout the Term of this Agreement liability insurance applicable to their respective land and improvements thereon, providing public liability protection with coverage and limits at a minimum comparable to the coverage and limits that are carried by reasonably prudent owners of comparable property and, to the extent of such coverage, to indemnify and save the other harmless from claims for death of or injury to persons and loss of or damage to property arising out of the use of the rights granted

hereunder. Grantor and Grantees shall, upon written request, supply the other with certificates of insurance evidencing compliance with this Section.

8. EXCUSE FOR NON-PERFORMANCE. Grantor's and Grantees' performance of any obligation or undertaking provided for in this Agreement shall be excused and no default shall be deemed to exist in the event, and so long as the performance of, any such obligation is prevented, delayed, or hindered by act of God; fire; earthquake; flood; explosion; action of the elements; war; riot; sabotage; inability to procure or general shortage of labor, equipment, facilities, materials, or supplies in the open market; strikes; action of labor unions; condemnation; laws; order of government or civil authorities; or any other cause not within the reasonable control of the applicable party.

9. MISCELLANEOUS.

a. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

b. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereof.

c. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers, or render any of the parties liable for the debts, obligations or defaults of the other.

d. All notices, demands, or other communications given or made pursuant to this Agreement, shall be given or made by certified mail with postage prepaid.

Communications to Pebblewood shall be addressed to:

Pebblewood Group, LLC
c/o First Management, Inc.
1941 South 42nd Street, Suite 550
Omaha, NE 68105

Communications to Hotel shall be addressed to:

80 Dodge Hotel Venture, LLC
c/o Jerry M. Slusky
8712 West Dodge Road, Suite 400
Omaha, NE 68114

Communications to Grantor shall be addressed to:

Beverly Hills, LLC
c/o First Management, Inc.
1941 South 42nd Street, Suite 550
Omaha, NE 68105

e. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in several counterparts, each of which shall be deemed an original, as of the day and year first above written.

PEBBLEWOOD GROUP, LLC
By its Manager,
First Management, Inc.

By Randall Wieseler
Randall J. Wieseler, President

80 DODGE HOTEL VENTURE, LLC
By LXXX Dodge Hotel Venture, LLC, Member

By Jerry M. Slusky
Jerry M. Slusky, Manager

By Midas Omaha II, LLC, Member

By Daniel Marak
Daniel Marak, Manager

Date: APRIL 22, 2010

PEBBLEWOOD GROUP, LLC
By its Manager,
First Management, Inc.

By Randall Wieseler
Randall J. Wieseler, President

Date: 4-27-10

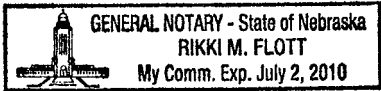
(ACKNOWLEDGEMENTS ON FOLLOWING PAGE)

BEVERLY HILLS, LLC

By: Randall Wieseler
Its: manager

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

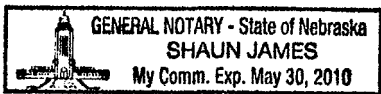
The foregoing instrument was acknowledged before me this 17th day of May, 2010, by Randall Wieseler in his authorized capacity as Manager of Beverly Hills, LLC, and who is personally known to me or was identified through satisfactory evidence.



Rikki M. Flott
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22 day of April, 2010, by Jerry M. Slusky, in his authorized capacity as a Manager of LXXX Dodge Hotel Venture, LLC, a Member of 80 Dodge Hotel Venture, LLC, and who is personal known to me or was identified through satisfactory evidence.



Shaun James
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

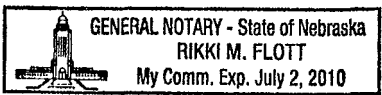
The foregoing instrument was acknowledged before me this 22 day of April, 2010, by Daniel Marak, in his authorized capacity as a Manager of Midas Omaha II, LLC a Member of 80 Dodge Hotel Venture, LLC, and who is personal known to me or was identified through satisfactory evidence.



Shaun James
Notary Public

STATE OF Nebraska)
) SS:
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 27 day of April, 2010, by Randall J. Wieseler, in his authorized capacity as President of First Management, Inc., the Manager of Pebblewood Group, LLC, and who is personal known to me or was identified through satisfactory evidence.



Rikki M. Flott
Notary Public

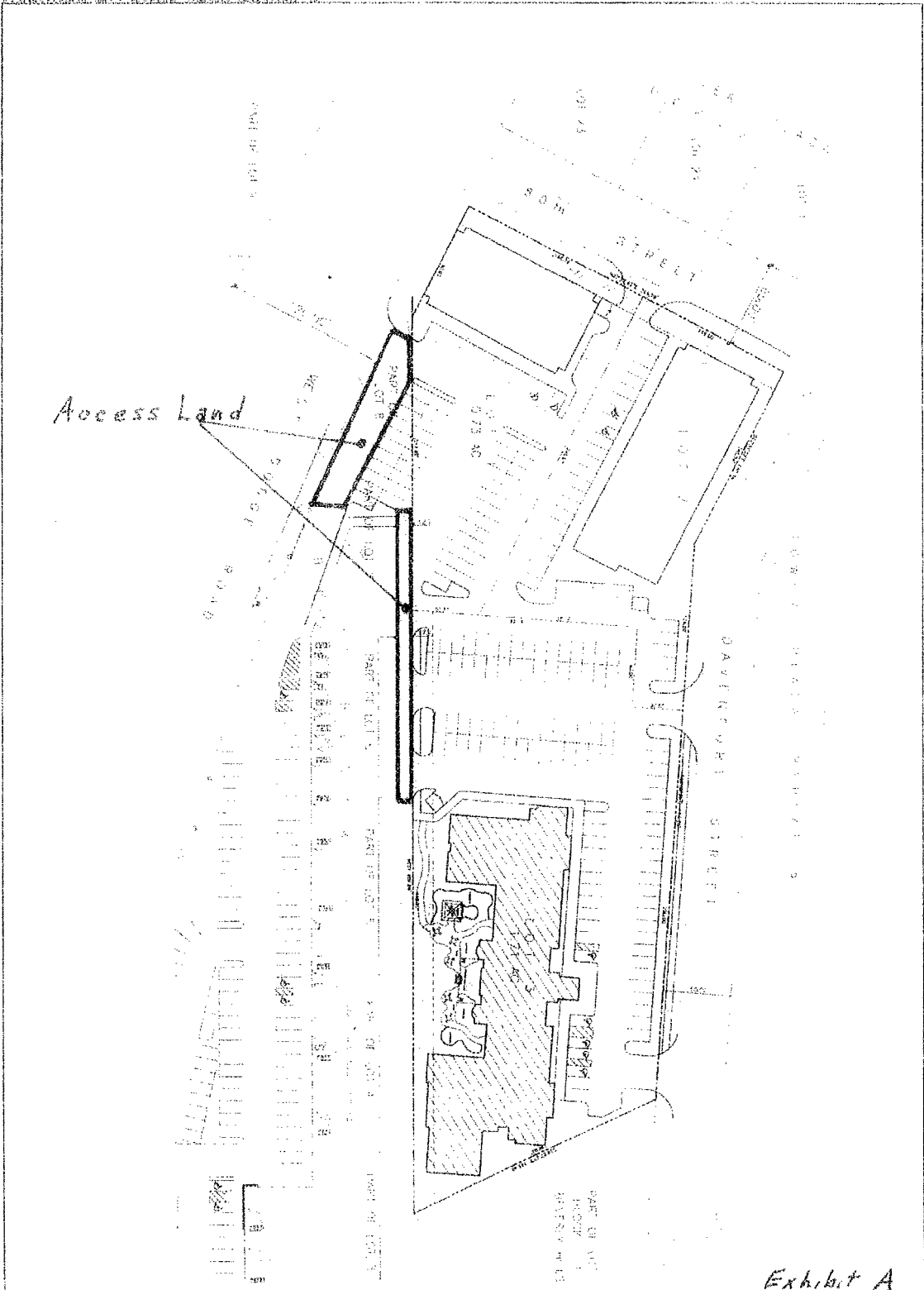



Exhibit A

 THOMPSON, DREESSEN & DORNER, INC. Consulting Engineers & Land Surveyors 1250 OLD MALL ROAD OMAHA, NEBRASKA 68102 PHONE: (402) 442-2200 FAX: (402) 442-2201 WWW.TD2.COM	STAYBRIDGE HOTEL LOT 3, TOWER PLAZA REPLAT 1D		DATE: 12-11-01 DRAWN BY: DCR CHECKED BY: GEA PROJECT:
	SITE PLAN	80 RODS HOTEL VENTURE, LLC	12-11-01 DCR GEA