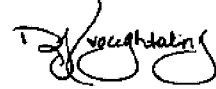


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SUBMITTED WALENTINE O'TOOLE MCQUILLAN G

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2019-10915

2019 May 29 02:57:28 PM



County Clerk/Register of Deeds
Deb Houghtaling



Michael F. Kivett, Walentine O'Toole, LLP 11240 Davenport Street, Omaha, NE 68154 402-330-6300

PERMANENT ACCESS AND PARKING EASEMENT AGREEMENT

THIS PERMANENT ACCESS AND PARKING EASEMENT AGREEMENT (the "Agreement") is made and entered into this 27th day of May, 2019, by MARKET GRETNA, LLC, a Nebraska limited liability company ("MARKET GRETNA") and GDI 200, LLC, a Nebraska limited liability company ("GDI"). MARKET GRETNA and GDI are sometimes referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, MARKET GRETNA is the owner of that certain real property legally described as Lot 1 Royal View Apartment Community Replat 1, an Addition to the City of Gretna, Sarpy County, Nebraska ("Lot 1"); and

WHEREAS, GDI is the Owner of that certain real property legally described as Lot 2 Royal View Apartment Community, an Addition to the City of Gretna, Sarpy County, Nebraska ("Lot 2"); and

WHEREAS, to facilitate access, ingress and egress to Lot 2, GDI desires to obtain from MARKET GRETNA a non-exclusive permanent access easement over and across a portion of Lot 1 as shown on Exhibit "A" attached hereto ("Access Easement Area"); and

WHEREAS, to facilitate parking for Lot 1 and Lot 2, MARKET GRETNA and GDI 200, LLC shall grant to each other a non-exclusive permanent easement for parking on any area designated for parking on Lot 1 and Lot 2.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** For purposes hereof:

(a) The term "Owner" or "Owners" shall mean MARKET GRETNA and GDI, and any and all successors or assigns of either as the owner or owners of fee simple title to all or any portion of the Property, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on the Property.

(b) The term "Permittees" shall mean MARKET GRETNA AND GDI and Persons from time to time entitled to the use and occupancy of a portion of Lot 1 or Lot 2 under a lease, license or other valid interest, together with their respective officers, directors, members, management, partners, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees and concessionaires insofar as their activities relate to the authorized use and occupancy of Lot 1 or Lot 2.

(c) The term "Person or Persons" shall mean individuals, partnerships, firms, associations, corporations, limited liability companies, trusts, governmental agencies, administrative tribunals or other forms of business or legal entity.

(d) The term "Property" shall mean Lot 1 and Lot 2.

2. **Grant of Access Easement.** MARKET GRETNA hereby grants to GDI and its Permittees for the benefit of Lot 2, a non-exclusive permanent easement for vehicular traffic over, across and through the Access Easement Area as the same may from time to time be constructed and maintained for such use, to facilitate ingress to and egress from Lot 2.

3. **Parking and Grant of Parking Easements.**

(a) There shall be maintained at all times on Lot 1 and Lot 2 a sufficient number of vehicular parking spaces to meet the parking requirements for Lot 1 and Lot 2 under the applicable zoning classification and code for the City of Gretna, Nebraska. Each Owner shall be responsible for compliance with any applicable governmental rules, regulations and/or ordinances relating to parking requirements for Lot 1 and Lot 2.

(b) MARKET GRETNA hereby grants and conveys to GDI the non-exclusive right and privilege in common with others of passage and use, both pedestrian and vehicular, for the purposes of parking private automotive vehicles within the parking areas of Lot 1 for the use and benefit of GDI and its Permittees; provided, however, any such

use of the parking easement by GDI shall not unreasonably interfere with the use and enjoyment of Lot 1 by MARKET GRETNA or its Permittees.

(c) GDI hereby grants and conveys to MARKET GRETNA the non-exclusive right and privilege in common with others of passage and use, both pedestrian and vehicular, for the purposes of parking private automotive vehicles within the parking areas of Lot 2 for the use and benefit of MARKET GRETNA and its Permittees; provided, however, any such use of the parking easement by MARKET GRETNA shall not unreasonably interfere with the use and enjoyment of Lot 2 by GDI or its Permittees.

(d) Each Owner shall remain solely responsible for all costs of maintenance and repairs to the parking spaces maintained on its respective portion of the Property, except to the extent that an Owner or its Permittees are obligated to provide indemnification pursuant to Section 5(a) below.

4. **No Walls, Fences or Barriers.** No walls, fences or barriers of any sort or kind shall be constructed or erected on Lot 1 or Lot 2 which shall prevent or impair the access and movement of Permittees, including without limitation, pedestrians and vehicular traffic between Lot 1 and Lot 2; provided, however, curb stops and other reasonable traffic controls, including without limitation, directional barriers and parking stops, as may be necessary to guide and control the orderly flow of traffic may be installed by an Owner on its respective Property to the extent such controls do not materially adversely affect the other Owner or such other Owner's respective Property.

5. **Use of Easements.**

(a) **Indemnification.** Each Owner benefiting from the use of, or having rights with respect to the easements granted herein shall indemnify and hold all other Owners harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any Person or property arising out of such Owner's and its Permittees' use of the easements granted herein.

(b) **Reasonable Use.** The easements granted herein shall be used and enjoyed by each Owner and its Permittees solely for the purposes of pedestrian and vehicular access, ingress and egress in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time.

6. **Maintenance of Access Easement Area.**

(a) **General.** Each Owner shall share on a prorata basis the costs of all maintenance and repairs of the Access Easement Area. The Owner of Lot 1 shall be

responsible for 53.52% of such costs of maintenance and repairs, and the Owner of Lot 2 shall be responsible for 46.48%, of such costs of maintenance and repairs. The repairs and maintenance obligations of this Agreement are limited to the drive area, curbing, surface painting, and similar maintenance, including snow removal, street cleaning, and maintaining adequate street lighting. No obligation is to be imposed by the terms of this Agreement for the repair, maintenance or replacement of any sewers, utility services, or other infrastructure (collectively "Infrastructure Improvements") except to the extent that such damage is the result of the willful misconduct or gross negligence of an Owner in the performance of its maintenance obligations of the Access Easement Area or as provided in Section 6(b) below.

(b) Damage by an Owner. If any Owner or its Permittees shall cause damage to the Access Easement Area or any Infrastructure Improvement from misuse or inappropriate use, such Owner shall repair all such damage and restore the Access Easement Area and/or the Infrastructure Improvements to a safe and fully operational condition and repair. All costs for such repair shall be the sole responsibility of the Owner responsible for causing the damage, including damage caused by such Owner's Permittees.

(c) Determination of Maintenance Need. The determination of whether maintenance is required shall be determined by mutual agreement of the Owners, or upon issuance of any resolution, ordinance or order of the City of Gretna or any Court order that the Owners make repairs to the Access Easement Area.

(d) Collection of Maintenance Costs. If any Owner fails or refuses to contribute its share to the payment of maintenance costs within fifteen (15) days after demand is made by any contractor or other Owner, the remaining Owner or Owners may pay the defaulting Owner's proportionate share of the costs and such amount together with interest thereon at the rate of 10% per annum, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon the Owner's portion of the Property. The imposition of a lien on the defaulting Owner's portion of the Property shall not reduce or otherwise limit or eliminate the contributing Owner or Owners rights to the remedies set forth in Section 7 below. To evidence such lien, the non-defaulting Owner may prepare and record a written notice of lien assessment with the Register of Deeds of Sarpy County, Nebraska. Such liens shall attach and be effective from the date of recording the notice of lien assessment.

7. **Remedies and Enforcement.**

(a) **All Legal and Equitable Remedies Available.** In the event of a default or threatened default by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owners shall be entitled forthwith to full and adequate relief by injunction and/or payment of any amounts due and/or specific performance.

(b) **Foreclosure.** In addition to all other remedies, the lien on the defaulting Owner's portion of the Property may be foreclosed by the non-defaulting Owners in the manner of a deed of trust or mortgage on real property. In any such proceeding, the defaulting Owner shall be required to pay the costs, expenses and attorneys' fees incurred for filing and foreclosing the lien.

(c) **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(d) **No Termination For Default.** Notwithstanding any part of the foregoing to the contrary, no default hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement.

8. **Term.** This Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Sarpy County Register of Deeds and shall remain in full force and effect thereafter in perpetuity, unless it is modified, amended or terminated by the written consent of one hundred percent (100%) of the then record Owners of the Property, in accordance with paragraph 9(a) hereof.

9. **Miscellaneous.**

(a) **Amendment.** This Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of one hundred percent (100%) of the then record Owners of the Property, evidenced by a document that has been fully executed and acknowledged by such record Owners, and recorded in the Register of Deeds of Sarpy County, Nebraska.

(b) **No Waiver.** No waiver of any default of any obligation by any Owner shall be implied from any omission by another Owner to take an action with respect to such default.

(c) No Agency. Nothing in this Agreement shall be deemed or construed by any Owner or by any third person to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between the Owners.

(d) Covenants Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the Owners and their successors, assigns, heirs and personal representatives.

(e) Grantee's Acceptance. The grantee of any portion of the Property, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent Owner of such, shall accept such deed or contract upon and be subject to each and all of the covenants, conditions, restrictions and obligations contained herein.

(f) Severability. Each provision of this Agreement and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the Owners agree to promptly cause such legal description to be prepared. Ownership of one or more portions of the Property by the same Person shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

(g) Entire Agreement. This Agreement contains the complete understanding and agreement with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(h) Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company, or personal delivery, to the address of the applicable Owner.

(i) Estoppel Certificate. Each of the parties to this Agreement shall at any time and from time to time, as promptly as reasonably possible after receiving a request from any other party to this Agreement, deliver to such requesting party and its designee a

statement in writing certifying to the best knowledge of the delivering party whether a default exists under this Agreement on the part of the requesting party (and, if so, specifying the default).

(j) Governing Law. The laws of the State of Nebraska shall govern the interpretation, validity, performance, and enforcement of this Agreement.

(k) Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any Person not a party hereto unless otherwise expressly provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

GDI 200, LLC
a Nebraska limited liability company

MARKET GRETNA, LLC
a Nebraska limited liability company

By: 

Jesse Calabretto
Administrative Member

By: _____
Mitch Wendlandt
Administrative Member

By: 

Michael F. Kivett
Administrative Member

By: _____
Rick J. Hollendieck
Administrative Member

from any other party to this Agreement, deliver to such requesting party and its designee a statement in writing certifying to the best knowledge of the delivering party whether a default exists under this Agreement on the part of the requesting party (and, if so, specifying the default).

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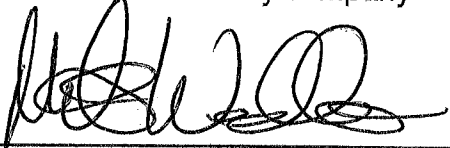
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

GDI 200, LLC
a Nebraska limited liability company

By: _____
Jesse Calabretto
Administrative Member

By: _____
Michael F. Kivett
Administrative Member

MARKET GRETNA, LLC
a Nebraska limited liability company

By: 

Mitch Wendlandt
Administrative Member

By: _____
Rick J. Hollendieck
Administrative Member

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GDI 200, LLC
a Nebraska limited liability company

MARKET GRETNA, LLC
a Nebraska limited liability company

By: _____
Jesse Calabretto
Administrative Member

By: _____
Mitch Wendlandt
Administrative Member

By: _____
Michael F. Kivett
Administrative Member

By:  _____
Rick J. Hollendieck
Administrative Member

STATE OF NEBRASKA)
)ss
COUNTY OF Douglas)

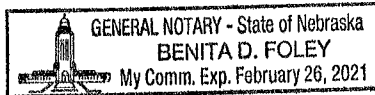
The foregoing instrument was acknowledged before me this 22nd day of May, 2019 by Jesse Calabretto, Administrative Member of GDI 200, LLC, a Nebraska limited liability company, on behalf of the company.



Benita D. Foley
Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22nd day of May, 2019 by Michael F. Kivett, Administrative Member of GDI 200, LLC, a Nebraska limited liability company, on behalf of the company.



Benita D. Foley
Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of May, 2019 by Mitch Wendlandt, Administrative Member of MARKET GRETNA, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of May, 2019 by Jesse Calabretto, Administrative Member of GDI 200, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

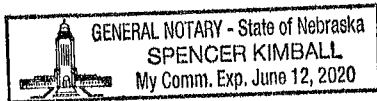
STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of May, 2019 by Michael F. Kivett, Administrative Member of GDI 200, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 24 day of May, 2019 by Mitch Wendlandt, Administrative Member of MARKET GRETNA, LLC, a Nebraska limited liability company, on behalf of the company.



[Handwritten Signature]

Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 22nd day of May, 2019 by Rick J. Hollendieck, Administrative Member of MARKET GRETNA, LLC, a Nebraska limited liability company, on behalf of the company.


Rachelle L. Terry
Notary Public



CONSENT AND SUBORDINATION OF PINNACLE BANK

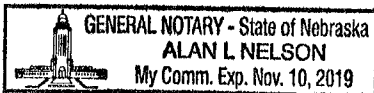
COMES NOW Pinnacle Bank and hereby subordinates that certain Deed of Trust dated June 16, 2017 executed by Market Gretna, LLC, for the benefit of Pinnacle Bank, and recorded on June 19, 2017, at Instrument No. 2017-14174 in the Register of Deeds of Sarpy County, Nebraska, and Modification of Deed of Trust dated November 14, 2018 executed by Market Gretna, LLC, for the benefit of Pinnacle Bank, and recorded on November 16, 2018 at Instrument No. 2018-27201 in the Register of Deeds of Sarpy County, Nebraska, and does hereby consent to the foregoing Permanent Access and Parking Easement Agreement ("Easement Agreement") and does hereby subordinate the lien of the Deed of Trust to the Easement Agreement and the easements, covenants, conditions, restrictions, right and obligations set forth therein.

PINNACLE BANK,

By: 
Name: MATTHEW J. SMITH
Title: ASSISTANT VICE PRESIDENT

STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

The foregoing instrument was executed and acknowledged before me this 22nd day of May, 2019, by Alan L. Nelson, Vice President of Pinnacle Bank, for and on behalf of the Bank.

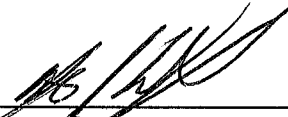



Notary Public

CONSENT AND SUBORDINATION OF PINNACLE BANK

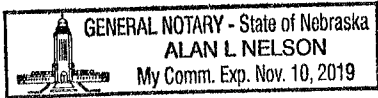
COMES NOW Pinnacle Bank and hereby subordinates that certain Deed of Trust dated February 9, 2018 executed by GDI, LLC, for the benefit of Pinnacle Bank, and recorded on February 9, 2018 at Instrument No. 2018-03005 in the Register of Deeds of Sarpy County, Nebraska, and does hereby consent to the foregoing Permanent Access and Parking Easement Agreement ("Easement Agreement") and does hereby subordinate the lien of the Deed of Trust to the Easement Agreement and the easements, covenants, conditions, restrictions, right and obligations set forth therein.

PINNACLE BANK,

By: 
Name: MATTHEW J. SMITH
Title: ASSISTANT VICE PRESIDENT

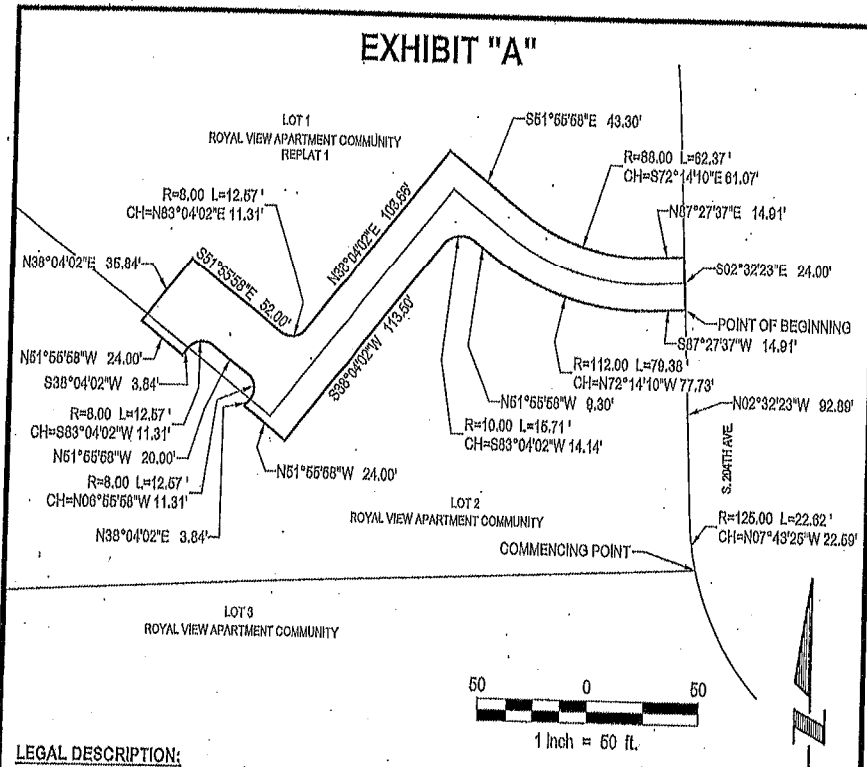
STATE OF NEBRASKA)
)ss
COUNTY OF SARPY)

The foregoing instrument was executed and acknowledged before me this 22nd day of May, 2019, by Alan L. Nelson, Vice President of Pinnacle Bank, for and on behalf of the Bank.




Notary Public

EXHIBIT "A"



LEGAL DESCRIPTION:

A TRACT OF LAND BEING PART OF LOT 1, ROYAL VIEW APARTMENT COMMUNITY REPLAT 1, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 25, AND ALSO PART OF LOT 2, ROYAL VIEW APARTMENT COMMUNITY, A SUBDIVISION LOCATED IN SAID NE1/4 OF THE SE1/4 OF SECTION 25, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, ROYAL VIEW APARTMENT COMMUNITY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 3, SAID ROYAL VIEW APARTMENT COMMUNITY, AND ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 204TH AVENUE; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 2, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 204TH AVENUE ON A CURVE TO THE RIGHT WITH A RADIUS OF 125.00', A DISTANCE OF 22.62 FEET, SAID CURVE HAS A LONG CHORD WHICH BEARS N07°43'25"W (ASSUMED BEARING), A DISTANCE OF 22.69 FEET; THENCE N02°32'23"W ALONG SAID EASTERLY LINE OF LOT 2, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 204TH AVENUE, A DISTANCE OF 92.89 FEET TO THE POINT OF BEGINNING; THENCE S87°27'37"W, A DISTANCE OF 14.91 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 112.00 FEET, A DISTANCE OF 79.38 FEET, SAID CURVE HAS A LONG CHORD WHICH BEARS N72°14'10"W, A DISTANCE OF 77.73 FEET; THENCE N51°55'58"W, A DISTANCE OF 9.30 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 10.00 FEET, A DISTANCE OF 16.71 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S83°04'02"W, A DISTANCE OF 14.14 FEET; THENCE S38°04'02"W, A DISTANCE OF 113.50 FEET; THENCE N51°55'58"W, A DISTANCE OF 24.00 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 8.00 FEET; THENCE N38°04'02"E, A DISTANCE OF 3.84 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 8.00 FEET, A DISTANCE OF 12.57 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N08°55'58"W, A DISTANCE OF 11.31 FEET; THENCE N51°55'58"W, A DISTANCE OF 20.00 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 8.00 FEET, A DISTANCE OF 12.57 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S03°04'02"W, A DISTANCE OF 11.31 FEET; THENCE S38°04'02"W, A DISTANCE OF 3.84 FEET; THENCE N51°55'58"W, A DISTANCE OF 24.00 FEET; THENCE N38°04'02"E, A DISTANCE OF 35.84 FEET; THENCE S51°55'58"E, A DISTANCE OF 52.00 FEET; THENCE N03°04'02"E, A DISTANCE OF 11.31 FEET; THENCE N38°04'02"E, A DISTANCE OF 12.57 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N83°04'02"E, A DISTANCE OF 11.31 FEET; THENCE S38°04'02"E, A DISTANCE OF 103.86 FEET; THENCE S51°55'58"E, A DISTANCE OF 43.30 FEET; THENCE S02°32'23"E, A DISTANCE OF 14.91 FEET; THENCE N87°27'37"E, A DISTANCE OF 14.91 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1, ROYAL VIEW APARTMENT COMMUNITY REPLAT 1, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 204TH AVENUE; THENCE S02°32'23"E ALONG SAID EASTERLY LINE OF LOT 1, ROYAL VIEW APARTMENT COMMUNITY REPLAT 1, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 204TH AVENUE, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 7,040 SQUARE FEET OR 0.160 ACRES, MORE OR LESS.

	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10009 168 Valley Road, Suite 100 • Omaha, NE 68164 Phone: 402.895.4700 • Fax: 402.895.3590	ACCESS EASEMENT LOT 1, ROYAL VIEW APARTMENT COMMUNITY REPLAT 1 LOT 2, ROYAL VIEW APARTMENT COMMUNITY SARPY COUNTY, NEBRASKA
	Drawn by: FCE Checked by: _____ Scale: 1" = 60' Date: 07/28/2017 Job No.: P2014.104.013	

Frank Elder 07/28/2017 9:16 AM K:\Projects\2014\104\104.013\Survey\EXHIBIT\ACCESS EASEMENT-000.dwg