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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 9/27/2005 13:50:41.12



2005121035

## CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT is granted by BLONDO PROPERTIES I, LLC, a Nebraska limited liability company ("I"), BLONDO PROPERTIES II, LLC, a Nebraska limited liability company ("II"), BLONDO PROPERTIES III, LLC, a Nebraska limited liability company ("III"), BLONDO PROPERTIES IV, LLC, a Nebraska limited liability company ("IV"), and BLONDO PROPERTIES V, LLC, a Nebraska limited liability company ("V"), each of said parties having an office at 2533 No. 117<sup>th</sup> Ave., Suite 100, Omaha, NE 68164.

### Preliminary Statement

A. I, II, III, IV, and V together are all of the owners of the Real Property described in Exhibit A hereto ("Real Property").

B. I, II, III, IV, and V are each desirous of granting a reciprocal permanent ingress and egress access easement for the purpose of common ingress and egress over and upon the driveways which I, II, III, IV and V, and their successors in interest in the Real Property construct and locate on the Real Property, and to provide for cross easements for parking for the benefit of the owners, business customers and employees of the owners of the Real Property, over and upon the parking areas which I, II, III, IV, and V, and their successors in interest in the Real Property construct on the Real Property.

**NOW, THEREFORE**, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Access Easement.** I, II, III, IV, and V hereby grant and convey to themselves and to all future owners of the Real Property, or any part thereof, and their respective heirs, successors, assigns, invitees, lessees and employees (the "Grantees"), a nonexclusive reciprocal access easement within, over and through the paved drive areas within the Real Property as presently or hereafter constructed, for the purpose of ingress and egress within, over and through the paved drive areas of the Real Property and to and from all abutting streets or rights of way furnishing access to such Real Property.

*F* *1* *mix 3300* *69-27551*  
 1 *6/6* *69-27547*  
 BKP \_\_\_\_\_ C/O \_\_\_\_\_ MB  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_

*14*

2. **Limited Parking Easements.** I, II, III, IV, and V hereby grant and convey to themselves and to all future owners of the Real Property, or any part thereof, and their respective heirs, successors, assigns, invitees, lessees and employees (the "Grantees"), a nonexclusive reciprocal parking easement within, over and through the paved parking areas within the Real Property, as presently or hereafter constructed, for the purpose of parking automobiles during business hours (no overnight parking is allowed under this easement) within, over and upon the paved, striped parking areas of the Real Property.

3. **Nonobstruction.** I, II, III, IV, and V and Grantees benefitted by this grant of easement agree that there shall be free and unimpeded access through and over the drive areas and that no hedge, fence, wall or similar barrier will be constructed within the paved drive areas of the Real Property except for: (i) curbing installed and intended to assist reasonably with traffic direction and control; and (ii) such temporary obstruction as may be reasonably necessary to prevent a dedication to the public use. The parties hereto and all subsequent owner(s) of the Real Property or any part thereof agree and covenant to take such action as may be reasonable to keep from interfering with the passage of vehicles and/or pedestrians on and over the paved drive areas of the Real Property.

4. **Construction, Repair and Maintenance.** The party who is the owner of the lot covered by this easement agreement shall pay for the grading, paving and repair and maintenance of the surface of the drive area and parking area located on such owner's lot. Each party shall keep the surface of the parking area and drive area located on such owner's property in good condition and repair. Each owner may alter, modify, reconfigure, or relocate the paved drive areas or parking areas on such owners property from time to time so long as such alteration, modification, reconfiguration, or relocation does not materially alter or conflict with the parking and easement rights granted hereby and in effect on the date hereof.

5. **Covenants Running with Land.** All of the covenants, agreements, conditions, and restrictions set forth in this easement are intended to be and shall be construed as covenants running with the land, inuring to the benefit of, binding upon and enforceable by I, II, III, IV, and V and the Grantees.

6. **No Public Dedication.** Nothing contained in this Agreement shall, or shall be deemed to constitute a gift or dedication to the public of any portion of the Real Property within the Easement Area, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

7. **Representations and Miscellaneous.** I, II, III, IV, and V hereby represent to the Grantees that they are the owners of the property described as being owned by them in the preamble to this Agreement, and that they have the right to enter into this Agreement and convey the easement in the manner set forth herein. This Agreement and Easement shall be binding upon and inure to the benefit of all present and future owners of the Real Property, or any part thereof, and to their respective heirs, successors, representatives, assigns, invitees, lessees and employees. The provisions of this Agreement and Easement shall be construed pursuant to the laws of the State of Nebraska.

8. **Default and Remedies.** If any owner fails to perform its obligations hereunder, a non-defaulting owner shall have all remedies available at law or in equity including, upon the failure of a defaulting owner, to cure any failure within 30 days following written notice to the defaulting owner, the right to perform such obligation and be reimbursed by such defaulting owner upon demand for the reasonable costs thereof. No breach of this Agreement shall entitle any owner to cancel, rescind, or otherwise terminate this Agreement.

**IN WITNESS WHEREOF** I, II, III, IV, and V have entered into this Cross Easement Agreement this \_\_\_\_ day of September, 2005.

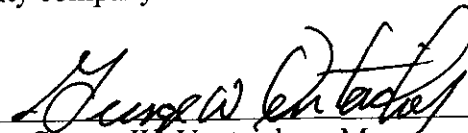
**I:**

BLONDO PROPERTIES I, LLC, a Nebraska limited liability company

By:   
George W. Venteicher, Manager

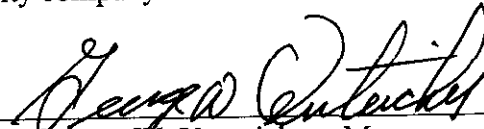
**II:**

BLONDO PROPERTIES II, LLC, a Nebraska limited liability company

By:   
George W. Venteicher, Manager


**III:**

BLONDO PROPERTIES III, LLC, a Nebraska limited liability company

By:   
George W. Venteicher, Manager


**IV:**

BLONDO PROPERTIES IV, LLC, a Nebraska limited liability company

By:   
George W. Venteicher, Manager

**V:**

BLONDO PROPERTIES V, LLC, a Nebraska limited liability company

By:   
George W. Venteicher, Manager

STATE OF NEBRASKA )

COUNTY OF DOUGLAS ) ss.

On this 22<sup>nd</sup> day of September, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came George W. Venteicher, the Manager of BLONDO PROPERTIES I, LLC, a Nebraska limited liability company, BLONDO PROPERTIES II, LLC, a Nebraska limited liability company, BLONDO PROPERTIES III, LLC, a Nebraska limited liability company, BLONDO PROPERTIES IV, LLC, a Nebraska limited liability company, and BLONDO PROPERTIES V, 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 voluntary act and deed and that of the companies of which he is the Manager.

WITNESS my hand and notarial seal the day and year last above written.



Mark L. Laughlin  
Notary Public

### CONSENT TO CROSS EASEMENT AGREEMENT

40/86 MORTGAGE CAPITAL, INC., the holder of a first Deed of Trust on certain of the Real Property does hereby consent to the above and foregoing Cross Easement Agreement.

40/86 MORTGAGE CAPITAL, INC

By: Mark Butts

STATE OF Indiana )

COUNTY OF Hamilton ) ss.

On this \_\_\_ day of September, 2005, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came Mark Butts of 40/86 MORTGAGE CAPITAL, INC., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution of the same as his or her voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Joseph Matthew Bove  
Notary Public

Upon Recording Return to: Mark L. Laughlin, 11718 Nicholas St., Suite 101, Omaha, NE 68154  
CANRPORTBL\LOULIBRARY\01875\493292\_2.DOC

Imprinted Seal

EXHIBIT A  
LEGAL DESCRIPTION

Lots 1, 2, 3, 4 and Outlot A, in North Park Replat Two, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Lot 3, in North Park Replat <sup>1</sup> CR ~~2~~, an Addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska.