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Recording Information:

TEMPORARY CONSTRUCTION AND CROSS ACCESS EASEMENT

THIS TEMPORARY CONSTRUCTION AND CROSS ACCESS EASEMENT (this "Agreement") is executed as of April 30, 2013, by and between MAINLAND PROMONTORY OMAHA, LLC, a Nebraska limited liability company (together with its designees, successors, and assigns, "TCU Owner") and V.R.B. COMPANY, a Nebraska general partnership (together with its successors and assigns, "VRB").

RECITALS

A. TCU Owner is the owner of that certain real property located in Douglas County, Nebraska, more particularly described on the attached Exhibit A (the "Parcel I").

B. VRB is the owner of that certain real property located in Douglas County, Nebraska, more particularly described on the attached Exhibit B (the "Parcel II"; Parcel II together with Parcel I, the "Parcels"). The Parcels are immediately adjacent to each other, and the same are shown together on that certain Final Plat of record with the Douglas County Register of Deeds at Instrument No. 2013042690.

C. Subject to the terms contained herein, the parties desire to provide (i) for common pedestrian and vehicular ingress and egress into the Parcels and (ii) that a portion of each such Parcel will be subject to a permanent and nonexclusive reciprocal access easement for such purposes.

AGREEMENT

In consideration that the following easements, except as specifically set forth below, shall be binding upon the parties hereto and the tenants, agents, customers, employees and invitees thereof, and shall attach to and run with the Parcels and shall be for the benefit of and shall be limitations upon all future owners and tenants of the Parcels and that all easements herein set forth shall be appurtenant to the dominant estates, and in consideration of the promises, covenants, conditions, restrictions, easements and encumbrances contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound and intending that the burdens and benefits herein created shall run with the land, hereby agree as follows:

Grant of Cross Access Easement. To the extent that the Parcel Entrance (defined below) is comprised of a portion of each Parcel, TCU Owner and VRB hereby expressly grant to the other and its heirs, executors, administrators, personal representatives, successors and assigns for the benefit of such grantee and its tenants, subtenants, licensees, employees, agents, customers and invitees, for the benefit of such grantee's Parcel, a permanent and non-exclusive right, privilege and easement of ingress and egress to use the entrance way to the Parcels more particularly described and/or depicted on Exhibit C hereto, incorporated herein by reference, (the "Parcel Entrance") for the purpose of ingress and egress to the

Parcels, for both vehicular and pedestrian access; provided, that it is acknowledged and understood that such right of ingress and egress does not include rights to utilize the parking or service areas situated on the Parcel of the other, and that each shall refrain from blocking or hindering access to the Parcels, including without limitation the placing or constructing of any temporary or permanent gates, walls, fences or other closures.

Construction; Grant of Temporary Construction Easement. TCU Owner shall be responsible for the initial construction of the Parcel Entrance at its sole cost and expense. The Parcel Entrance will be constructed according to plans and specifications prepared by TCU Owner or its agents. TCU Owner shall provide such plans and specifications to VRB for review and approval prior to commencing construction. VRB's approval will not be unreasonably withheld, conditioned or delayed. In connection with TCU Owner's obligation hereunder to construct the Parcel Entrance and in consideration of the terms of this Agreement, VRB expressly grants to TCU Owner and its employees, contractors, subcontractors, and agents a temporary construction easement over Parcel II for the complete construction of the Parcel Entrance, which temporary construction easement shall terminate upon the completion of such construction. Upon request by VRB and after the initial construction of the Parcel Entrance is completed, TCU Owner shall execute and deliver to VRB a Notice of Termination of the temporary construction easement granted herein, for recording with the Office of the Douglas County Register of Deeds.

Operation, Maintenance, Repair, and Insurance; Capital Improvements; Taxes. Subject to the terms hereof, TCU Owner shall be solely responsible for the operation, maintenance, repair, and insurance of the Parcel Entrance (the costs of which collectively referred to as the "Parcel Entrance Costs") for so long as there is no commercial development and use of Parcel II by VRB, any VRB tenant or licensee, or any other party. Once such use of Parcel II commences, TCU Owner and VRB shall equally split the Parcel Entrance Costs. TCU Owner shall manage such maintenance and repair and shall directly pay all Parcel Entrance Costs, and VRB hereby grants TCU Owner (including its employees, contractors, and agents) a continuing right to access Parcel II, as necessary and reasonable, for purposes of fulfilling its obligation to perform Parcel Entrance maintenance and repair and to make any future improvements to the Parcel Entrance, provided that no future improvements shall expand or modify the location of the Parcel Entrance as established hereunder and provided, further, that prior to incurring any Parcel Entrance Cost estimated to exceed \$10,000, TCU Owner shall submit to VRB a detailed listing and cost estimate for VRB's review and approval, such approval not to be unreasonably withheld, conditioned or delayed. VRB shall promptly reimburse TCU Owner for its share of the Parcel Entrance Costs, upon receipt of an invoice from TCU Owner. TCU Owner shall invoice VRB for its share of Parcel Entrance Costs periodically, no more frequently than once per quarter. Notwithstanding any term or provision to the contrary contained herein, neither party may construct upon the Parcel Entrance any improvement(s) without the express written consent of the other party.

In the event improvements to the Parcel Entrance are required by any government agency or department or statute, law, ordinance, rule, or regulation, the parties shall equally split the cost of such improvement costs. In the event improvements to the Parcel Entrance are required solely because of a party's particular use (or such party's tenant's, occupant's, agent's, or invitee's use) of its Parcel or requested by either party, such party shall be solely responsible for the costs of such improvements. Nothing herein shall limit the provisions of any lease, license, or other occupancy agreement between the parties and their respective tenants, licensees, or agents, but such leases, licenses, and/or occupancy agreements shall not abrogate each party's immediate and direct monetary obligations hereunder.

Notwithstanding the foregoing, each party shall be responsible for all of its own real property taxes and assessments due on its Parcel, and each party covenants with the other to timely pay all real property taxes and assessments due on its Parcel.

If any party fails to fulfill its obligations as set forth in this paragraph, the other Party to this Agreement shall have the right, but not the obligation, to provide notice of such failure and, in the event that the failure is not cured within ten (10) business days of such notice, take such steps as may be necessary for the purpose of performing such obligation(s). Notwithstanding the foregoing, in the event (i) of monetary default; or (ii) that the failure to perform the work required in this instrument, or failure to perform the work in the manner required in this instrument, or the breach of this Agreement creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Parcel, no notice shall be required prior to the non-defaulting party satisfying any monetary obligation (or bonding over such requirement) or commencing such work or commencing a cure. All amounts expended by a party pursuant to the two preceding sentences shall be reimbursed by the other party on demand and shall accrue interest at the rate of 10% per annum until paid.

Recording of Agreement. Each of the parties hereto agrees that this Agreement shall be recorded in the public property records for Douglas County, Nebraska, as soon as reasonably practical, after the full execution hereof by all parties hereto.

No Joint Venture. Nothing contained in this Agreement shall be construed to make the parties hereto partners or joint ventures or to render any party liable for any debts or obligations to the other.

Notices. All notices, consents and other communications hereunder shall be in writing and shall be (i) personally delivered; (ii) sent by a nationally recognized overnight courier service; (iii) sent by first class, registered or certified mail, return receipt requested, postage prepaid; or (iv) sent electronically via e-mailed PDF or via facsimile as follows, or to such other address as subsequently identified by either party in writing:

TCU Owner: Mainland Promontory Omaha, LLC
Attention: Kenneth M. Larish
One American Center
3100 West End Avenue, Suite 750
Nashville, Tennessee 37203
Email: klarish@mainlandcompanies.com

VRB: V.R.B. Company
Attention: Paul Vacanti
11205 John Galt Boulevard
Omaha, Nebraska 68137
Email: paul@vacanti.net

Any such notice, request, consent or other communications shall be deemed received (i) at such time as it is personally delivered by hand, (ii) one (1) business day after deposit with a courier delivery service, (iii) on the third business day after it is mailed, or (iv) immediately upon transmission if sent as an e-mailed PDF or if sent by facsimile, provided that no undeliverable, unavailable, or error message following transmission is received by the sender, as the case may be.

Successors and Assigns. All of the terms of this Agreement shall be binding upon and inure to the benefit of and may be enforceable by and against the respective heirs, successors, assigns and transferees of the parties hereto.

No Termination of Agreement. No breach of this Agreement or default by any party shall entitle any other party to terminate or cancel this Agreement. Such limitation shall not affect in any manner any other rights or remedies that the non-defaulting party may have by reason of such breach or default.

Covenants Running With the Land. The covenants, agreements, conditions and restrictions set forth in this Agreement in connection with the joint access easement and the temporary construction easement are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefits of and enforceable to the parties hereto, and all subsequent owners of the respective interest, or any part thereof.

Liability and Attorneys' Fees. In the event of litigation brought to enforce this Agreement by either party, the prevailing party shall be entitled to recover any damages, including reasonably foreseeable consequential damages, resulting from the breach of this Agreement, plus reasonable attorney fees and expenses.

No Waiver. Failure of any of the parties hereto to insist on the strict performance of any provision of this Agreement shall not be construed as a waiver for the future of any such provision or option. A waiver by any party hereto of the covenants, easements and agreements hereof must be in writing and signed by the party to be bound.

Partial Invalidity. If any provisions of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Indemnity and Insurance. TCU Owner shall indemnify and save VRB harmless from and against any and all claims, actions, damages, liability, and expense (including reasonable attorneys' fees and court costs) occasioned wholly or in part, directly or indirectly, by any act or omission of TCU Owner, its agents, contractors, or employees or by any other person or entity occurring on or about the Parcel Entrance, except as limited herein. TCU Owner shall be responsible for claims of Parcel Entrance construction or improvement defect for only so long as any explicit warranty for same from any of TCU Owner's contractor(s) or agent(s) or their contractors or agents shall be in existence. VRB shall indemnify and save TCU Owner harmless from and against any and all claims, actions, damages, liability, and expense (including reasonable attorneys' fees and court costs) occasioned wholly or in part, directly or indirectly, by any act or omission of VRB, its agents, contractors, or employees occurring on or about the Parcel Entrance. Each party will at all times during the term hereof, maintain or cause to be maintained general public liability insurance insuring itself, its contractors, subcontractors, agents, employees and other parties thereto from liability due to bodily injury, death or property damage, and naming the other party as an additional insured. Each party further agrees, upon request, to deliver a certificate from such insurance company evidencing the existence of such insurance and naming the other party hereto as an additional insured.

Effect on Prior Easements, Liens or Encumbrances. The easements herein granted are subject to any easements, liens or encumbrances heretofore of record.

Rules and Regulations. TCU Owner may make reasonable rules and regulations regarding the access herein granted and to take such other action as may be necessary and reasonable to establish safe and efficient means of ingress and egress to and from the Parcels, so long as such rules and regulations do not interfere with the rights of VRB provided by this Agreement.

Not a Public Dedication. Nothing contained herein will be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this grant will be strictly limited to and for the private purposes expressed herein.

Remedies. In the event of a breach of any of the terms or conditions of this Agreement, the Party affected shall be entitled to full and adequate relief by all available legal and equitable remedies, including, without limitation, specific performance.

Miscellaneous. This Agreement shall be interpreted according to, and governed by, the procedural and substantive laws of the State of Nebraska. Every term of this Agreement shall be enforceable to the fullest extent permitted by law. Time is of the essence in the performance of each and every provision of this Agreement. This Agreement may be amended only by written consent by each party and such amendment shall be recorded in the property records of Douglas County, Nebraska. Each person executing this Agreement on behalf of a party personally represents and warrants that he or she is duly authorized to execute this Agreement in the capacity shown. This Agreement may be executed in any number of counterparts, each of which taken together shall constitute one and the same original Agreement of the parties.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

TCU OWNER:

MAINLAND PROMONTORY OMAHA, LLC

By: Mainland Asset Management, LLC
Its Manager

By: 
Name: Kenneth M. Larish
Title: Manager

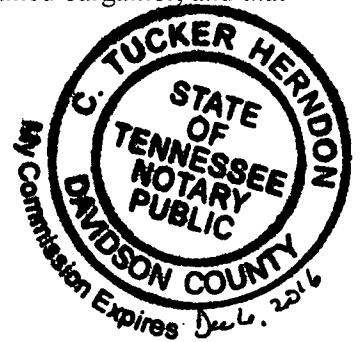
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforementioned, personally appeared Kenneth M. Larish, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the sole Manager of Mainland Asset Management, LLC, a Tennessee limited liability company, which is the sole Manager of Mainland Promontory Omaha, LLC, a Nebraska limited liability company and the within named bargainer, and that he as such executed the foregoing instrument for the purpose therein contained.

This 26th day of March, 2013.


NOTARY PUBLIC

My Commission Expires: Dec 6, 2014



VRB:

V.R.B. COMPANY
a Nebraska general partnership

By: [Signature]
Charles J. Vacanti, Partner

By: [Signature]
Joseph S. Vacanti, Partner

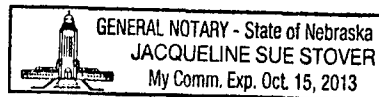
By: [Signature]
Barbara M. Vacanti, Trustee of the Milo P. Vacanti
Revocable Trust dated May 21, 2008, Partner

By: V & R Company, a Nebraska general partnership,
Partner

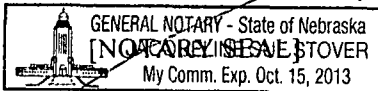
By: [Signature]
Charles J. Vacanti, Partner

By: [Signature]
Barbara M. Vacanti, Trustee of the Milo P.
Vacanti Revocable Trust dated May 21, 2008,
Partner

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

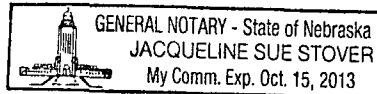


The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Charles J. Vacanti, Partner of V.R.B. Company, a Nebraska general partnership, on behalf of the company.

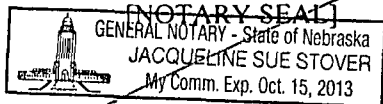


[Signature]
Notary Public

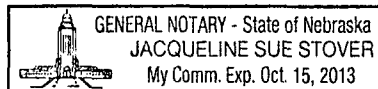
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Joseph S. Vacanti, Partner of V.R.B. Company, a Nebraska general partnership, on behalf of the company.



[Signature]
Notary Public

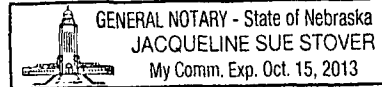


STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Barbara M. Vacanti, as Trustee of the Milo P. Vacanti Revocable Trust dated May 21, 2008, Partner of V.R.B. Company, a Nebraska general partnership, on behalf of the company.

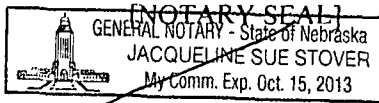


Jacqueline Sue Stover
Notary Public

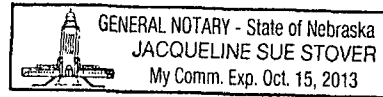


STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Charles J. Vacanti, Partner of V & R Company, a Nebraska general partnership, as Partner of V.R.B. Company, a Nebraska General Partnership, on behalf of the company.



Jacqueline Sue Stover
Notary Public



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Barbara M. Vacanti, as Trustee of the Milo P. Vacanti Revocable Trust dated May 21, 2008, Partner of V & R Company, a Nebraska general partnership, as Partner of V.R.B. Company, a Nebraska General Partnership, on behalf of the company.



Jacqueline Sue Stover
Notary Public

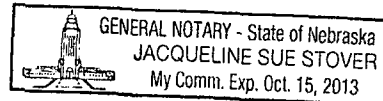


EXHIBIT A

Parcel I Property Description

Lot 1, Papillion Parkway Plaza Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

EXHIBIT B

Parcel II Property Description

Lot 2, Papillion Parkway Plaza Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

EXHIBIT C

Parcel Entrance Property Description / Depiction

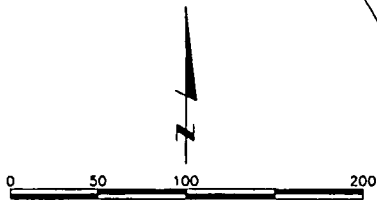
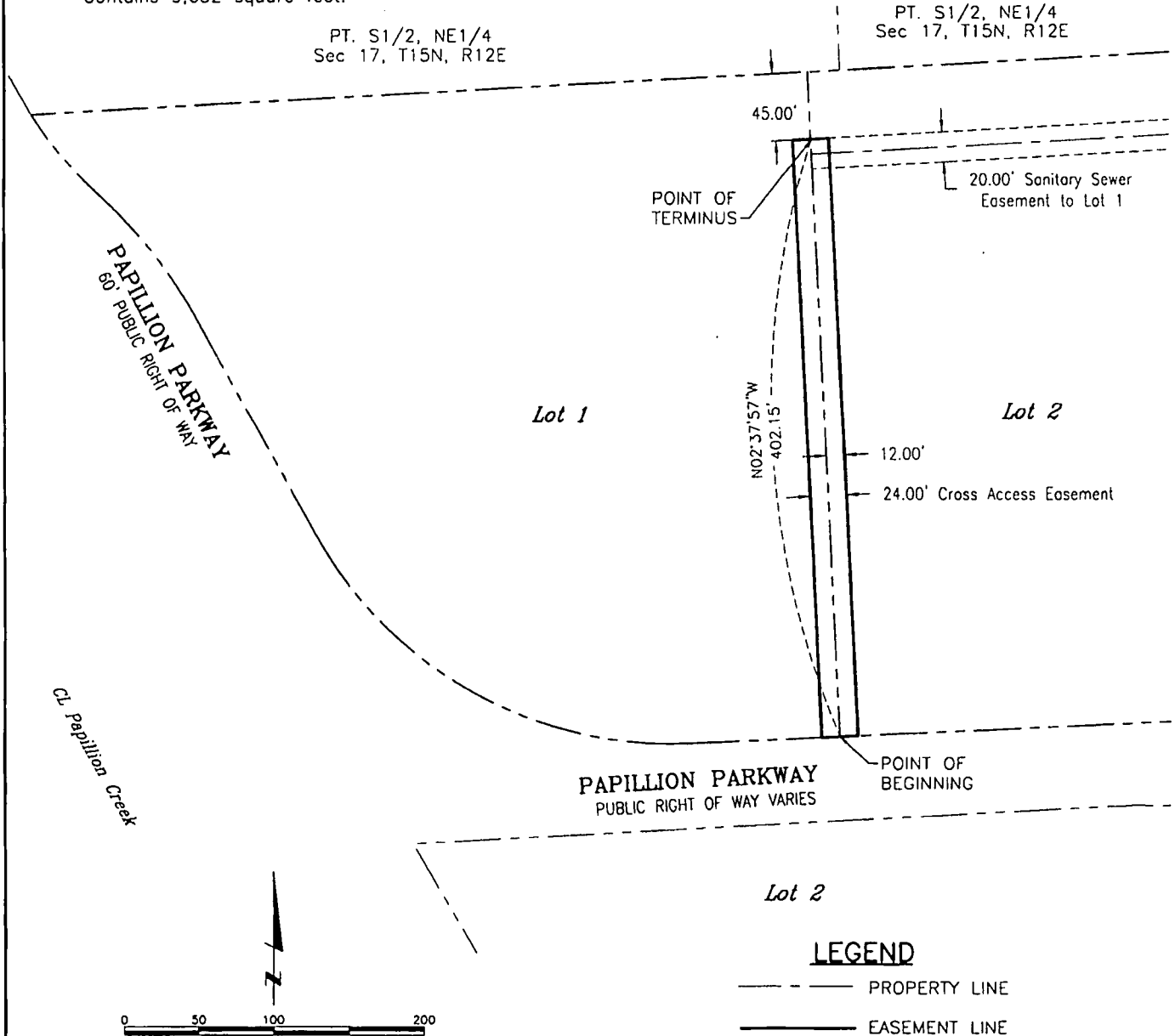
EASEMENT EXHIBIT

LEGAL DESCRIPTION

A 24.00 foot wide permanent easement for Cross Access over that part of Lots 1 and 2, PAPIILLION PARKWAY PLAZA REPLAT 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, the centerline of which is described as follows;

BEGINNING at the Southeast corner of Lot 1, PAPIILLION PARKWAY PLAZA REPLAT 1;

Thence North $02^{\circ}37'57''$ West (bearings referenced to the Final Plat of PAPIILLION PARKWAY PLAZA REPLAT 1) for 402.15 feet along the line common to said Lots 1 and 2 to the point of terminus;
Contains 9,652 square feet.



LEGEND

- PROPERTY LINE
- EASEMENT LINE



LAMP RYNEARSON

14710 West Dodge Road, Suite 100 402.496.2498 | P
Omaha, Nebraska 68154-2027 402.496.2730 | F
www.LRA-Inc.com

drawn by EAM	designed by WEK	reviewed by WEK	project - task number 0112072.01-004	date 9-10-2012	book and page	revisions
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ACKNOWLEDGMENT AND AGREEMENT OF LIEN HOLDER

Great Western Bank ("Bank") is the holder of a first priority lien which encumbers Parcel II, as evidenced by the following Deeds of Trust: (1) Construction Deed of Trust dated April 10, 2002, and recorded on May 16, 2002 in Book 7153 at Page 581 of the Mortgage Records of Douglas County, Nebraska, (2) Deed of Trust dated August 4, 2003, and recorded on September 15, 2003 as Instrument No. 2003176848 of the Records of Douglas County, Nebraska, as modified, and (3) Construction Deed of Trust dated July 3, 2003, and recorded on September 19, 2003 as Instrument No. 2003181406 of the Records of Douglas County, Nebraska. Bank hereby consents to the execution and recording of the Temporary Construction and Cross Access Easement (the "Easement") and states, on behalf of itself and its successors and assigns, that the Deeds of Trust shall be subject and subordinate to the terms and conditions of the Easement so that such Easement shall not be terminated but shall continue in effect notwithstanding any foreclosure or other acquisition of title pursuant to the Deed of Trust.

IN WITNESS WHEREOF, Great Western Bank has caused this Acknowledgement and Agreement of Lienholder to be signed by its duly authorized officers on its behalf, on this ___ day of March, 2013.

Great Western Bank

By Michael Phelps
Name MICHAEL PHELPS
Title Vice President

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 22nd day of March, 2013, before me, a Notary Public in and for said county and state, personally appeared Michael Phelps, who executed the foregoing Acknowledgement and Agreement of Lien Holder, and acknowledged before me that he was duly authorized and did execute the same as V. President of Great Western Bank, a Nebraska state banking corporation, on behalf of the corporation.

GIVEN under my hand and Notarial Seal, this 22nd day of MARCH 2013.



Dixie L. Nelson
Notary Public

My Commission expires: 6-5-14