

COUNTER_DKH
VERIFY_DKH
FEE \$ 52.00
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SUBMITTED_TITLECORE NATIONAL, LLC

NEBRASKA DOCUMENTARY
STAMP TAX
Mar 30, 2016
\$ Ex023 By DKH

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2016-06622
2016 Mar 30 02:08:40 PM
Lloyd J. Douching
REGISTER OF DEEDS



After recording please return to:
Trent R. Sidders
Cline Williams Wright Johnson
& Oldfather, L.L.P.
233 S. 13th Street
1900 U.S. Bank Bldg.
Lincoln, Nebraska 68508

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (“Easement”) is made this 30th day of March, 2016, by and between La Vista Senior Living, L.L.C., (“Grantor”), and One Mayfair Place, L.L.C., a Nebraska limited liability company (“Grantee”).

RECITALS

A. Grantor owns real estate legally described as:

Lot 2, Mayfair Second Addition, Replat 5, Sarpy County, Nebraska (“Grantor’s Property”), which is depicted on the attached Exhibit “A” and incorporated herein by this reference.

B. Grantee owns real estate legally described as:

Lot 11A, Mayfair Second Addition, Replat 1, Sarpy County, Nebraska (“Grantee’s Property”), which is depicted on the attached Exhibit “A”.

C. Grantor desires to grant to Grantee an access easement over and through the driveway located on the northwest corner of Grantor’s Property (“Easement Area”) in accordance with the terms and conditions of this Easement. The Easement Area is depicted on the attached Exhibit “B” and incorporated herein by this reference.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Access Easement.** Grantor does hereby convey to Grantee and its successors and assigns, a non-exclusive easement over the Easement Area for purposes of ingress and egress access to the Grantee’s Property including, without limitation, vehicles owned or driven by Grantee and its invitees, customers, agents, guests, successors or assigns. The Easement Area shall be located in the northwest

members, managers, partners, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, and concessionaires insofar as their activities relate to the authorized use and occupancy of the Grantee Property (collectively, "Permittees"), a non-exclusive easement over the Easement Area for purposes of ingress and egress access to the Grantee's Property including, without limitation, vehicles owned or driven by Grantee and its invitees, customers, agents, guests, successors or assigns. The Easement granted herein shall expressly include the rights of Grantee to enter upon the Easement Area for the purposes of constructing the necessary improvements to connect the driveway to be constructed by Grantee (at its sole cost and expense) on the Grantee's Property to the driveway to be constructed by Grantor within the Easement Area on the Grantor's Property. The Easement Area shall be located in the northwest portion of Grantor's Property adjacent to Grantee's Property and is depicted on Exhibit "B". Grantor and Grantee agree to retain a surveyor to provide an exact legal description for the Easement Area and to file an Addendum to this Easement providing record notice of the specific portion of the Grantor's Property subject to the terms of this Easement if the Easement Area shown on Exhibit "B" is determined to not be sufficient for such purpose.

2. **Binding Effect.** This Easement shall be permanent and shall be appurtenant to and run with Grantor's Property and Grantee's Property. The grant of this Easement shall also be binding upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee.

3. **Construction and Maintenance.** Grantor shall construct the driveway in the location depicted on the attached Exhibit "B" at its sole cost and expense and shall maintain the Easement Area and keep it in reasonable repair during the term of this Easement; provided, however, each party shall be solely responsible for any costs incurred as a result of such party's election to make additional improvements to the access road in the Easement Area. In the event the Grantee makes a new or modified curb cut to Brentwood Drive, whether or not required by the City of La Vista or the applicable governing body, the Grantee shall be solely responsible for such costs. No walls, fences or barriers of any sort or kind shall be constructed or erected on the Grantor Property which shall prevent or impair the access and movement of Grantee and its Permittees, on the Grantor Property pursuant to the terms hereof; 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 to the extent such controls do not materially adversely affect Grantee's rights hereunder.

4. **Liability.** The sole right granted herein is the right to use the Easement Area for the purposes described herein and each party shall be liable to the other party for any damage caused by the use of the Easement Area by it or its invitees, customers, agents, guests, successors or assigns. Neither party shall cause, permit, or allow any use of the Easement Area that will materially interfere with the use of the Easement Area by either party, or the use of either party's respective property. Provided, however, neither party shall be liable for damage, if any, which may be caused by normal and reasonable use of the Easement Area by vehicular or pedestrian traffic.

5. **Amendments.** This Easement shall not be released, terminated, revoked, amended, or modified in any manner, without written consent of the parties. Any purported release, termination, revocation, amendment, or modification without such written consent shall be null and void and of no force and effect.

6. **Other Agreements.** This Easement shall constitute the entire easement and agreement between Grantor and Grantee with respect to the subject matter hereof and supersedes all prior easements of record, if any, relating to the property referenced herein.

7. **Further Assurances.** Each undersigned party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Easement.

8. **Incorporation by Reference.** Each exhibit which is referred to herein and which is attached hereto shall be deemed to be incorporated herein and made apart hereof by such reference to the same extent as if it were set forth herein in its entirety.

[Signature Page Follows]

This Access Easement Agreement is effective as of the date first above written.

"GRANTOR"

La Vista Senior Living, L.L.C.
a Nebraska limited liability company

[Signature]
Name: Mike Nelson
Title: Manager

STATE OF Iowa)
) ss.
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 14th day of March, 2016, by Mike Nelson, as the Manager of La Vista Senior Living, LLC, on behalf of the company.



[Signature]
Notary Public

"GRANTEE"

One Mayfair Place, L.L.C.,
a Nebraska limited liability company

Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)


The foregoing instrument was acknowledged before me this ___ day of March, 2016, by _____, as the _____ of One Mayfair Place, L.L.C., a Nebraska limited liability company, on behalf of the company.

Notary Public

This Access Easement Agreement is effective as of the date first above written.

"GRANTOR"

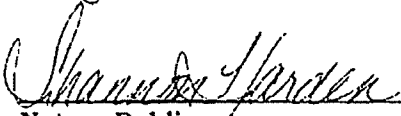
La Vista Senior Living, L.L.C.
a Nebraska limited liability company


Name: Mike Nelson
Title: Manager

STATE OF Iowa)
COUNTY OF Polk) ss.


The foregoing instrument was acknowledged before me this 11th day of March, 2016, by Mike Nelson, as the Manager of La Vista Senior Living, on behalf of the company.




Notary Public

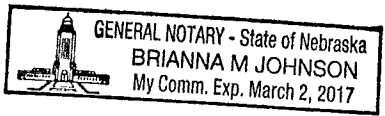
"GRANTEE"

One Mayfair Place, L.L.C.,
a Nebraska limited liability company


Name: Charles R Clatterbuck
Title: Member

STATE OF Nebraska)
COUNTY OF Sarpy) ss.

The foregoing instrument was acknowledged before me this 28th day of March, 2016, by Charles R. Clatterbuck as the Member of One Mayfair Place, L.L.C., a Nebraska limited liability company, on behalf of the company.




Notary Public

Exhibit "A"

Grantor's and Grantee's Property

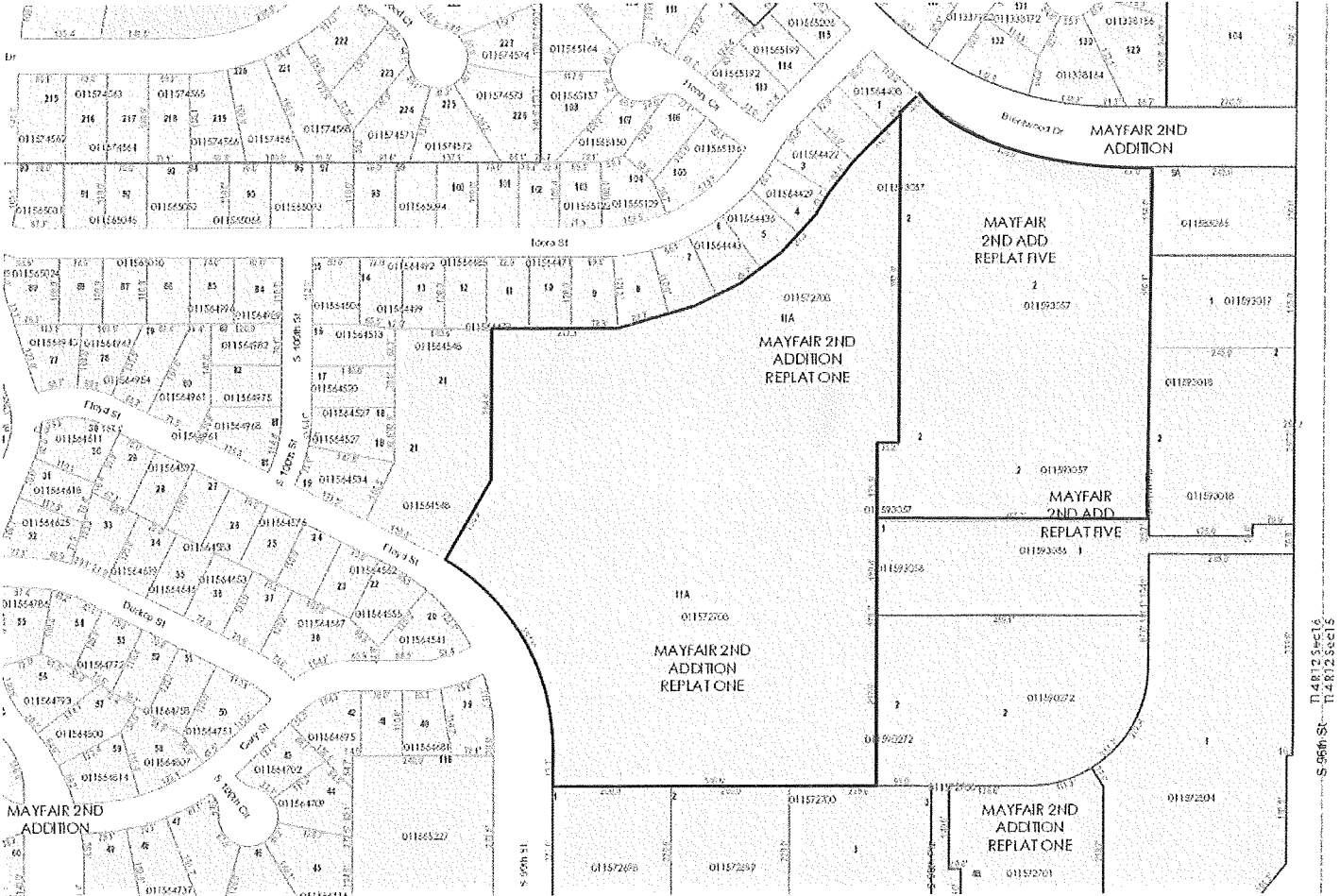
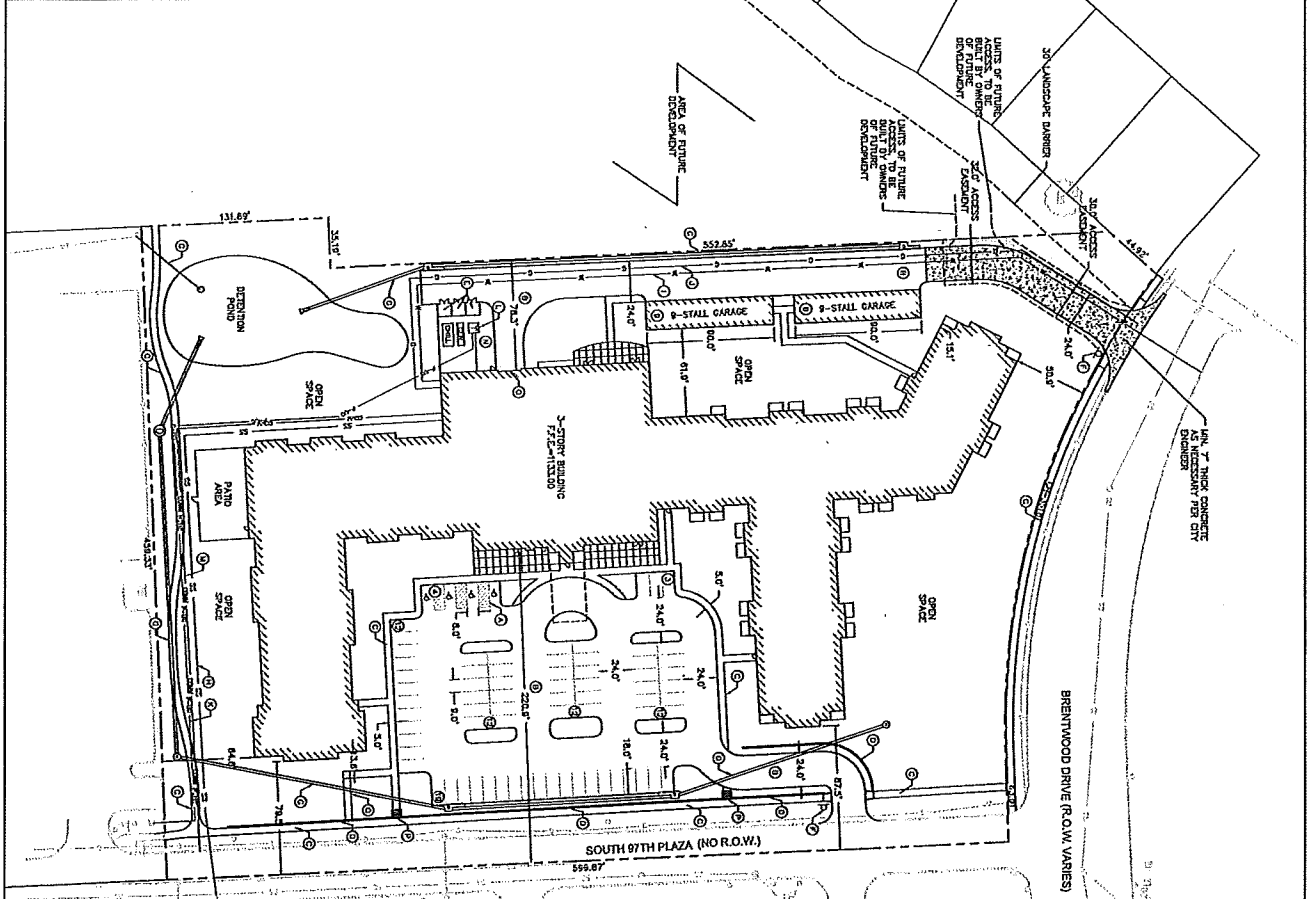


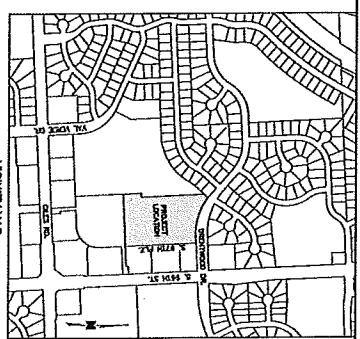
Exhibit "B"

[Insert Depiction of the Easement Area]

4852-0827-7294, v. 1



*** PARKING LOT LIGHTING NOTE:**
 EXTERIOR LIGHTING SHALL ILLUMINATE THE BUILDING FACADE AND THE PARKING AREAS. LIGHTING SHALL BE PROVIDED FOR THE PARKING AREAS TO PROVIDE FOR THE SAFETY OF PEDESTRIANS AND QUALITY LIGHT AS THE LIGHT FIXTURES LAYOUT SHALL BE DETERMINED BY DESIGN AND EXISTING CONDITIONS SHALL BE TAKEN INTO CONSIDERATION. LIGHTING SHALL BE PROVIDED FOR THE BUILDING FACADE AND THE PARKING AREAS TO PROVIDE FOR THE SAFETY OF PEDESTRIANS AND QUALITY LIGHT AS THE LIGHT FIXTURES LAYOUT SHALL BE DETERMINED BY DESIGN AND EXISTING CONDITIONS SHALL BE TAKEN INTO CONSIDERATION. LIGHTING SHALL BE PROVIDED FOR THE BUILDING FACADE AND THE PARKING AREAS TO PROVIDE FOR THE SAFETY OF PEDESTRIANS AND QUALITY LIGHT AS THE LIGHT FIXTURES LAYOUT SHALL BE DETERMINED BY DESIGN AND EXISTING CONDITIONS SHALL BE TAKEN INTO CONSIDERATION.



- SITEKEY NOTES**
- 1 ACCESSIBLE PARKING AREA
 - 2 CONCRETE PAVEMENT
 - 3 8' SIDEWALK
 - 4 BARRIER WALL WITH FENCE. MATERIALS TO BE SUBMITTED BY ARCHITECT. REFERENCE PRELIMINARY GRADING PLAN FOR FENCE AND BARRIER. REFER TO SCHEMATIC MATERIALS TO BE SUBMITTED BY ARCHITECT.
 - 5 STOP SIGN
 - 6 STORM SEWER
 - 7 SANITARY SEWER
 - 8 WATER SERVICE LINE
 - 9 GAS SERVICE LINE
 - 10 OVERHEAD POWER LINE
 - 11 ELECTRICAL TRANSFORMER
 - 12 COMMUNICATIONS SERVICE LINE
 - 13 UTILITY PAD AREA WITH 8" HIGH WOOD FENCE
 - 14 RAINWATER DRAINAGE
 - 15 STORM
 - 16 ADA ACCESSIBLE RAMP WITH RAILINGS

GENERAL PROVISIONS	
ADDRESS	780
LEGAL DESC.	LOT 2, MAP 18 AND ADDITION MAP 15
EXISTING ZONING	C-1
PROPOSED ZONING	R-3/2ND
LOT AREA	223,827 S.F. (5.09 AC)
BUILDING AREA	64,241 S.F.
CESS FLOOR AREA	17,333 S.F.
BUILDING HEIGHT	4'-0"
BUILDING USE	SENIOR CARE
BUILDING FOOTPRINT	34,335
DENSITY	13.74 UNITS/AC
OPEN SPACE AREA	101,087 S.F. (2.34 AC)
OPEN SPACE COVERAGE	37.2%
FRONT YARD	30' / 15'
REAR YARD	30' / 0'
SIDE YARD	10' / Varies (0'-10')
REQUIRED PARKING	
INDEPENDENT LIGHTING	35 STALLS (6 PER 1,000 SQ FT) OR 10 STALLS (1 PER 3,000 SQ FT) PER 10,000 SQ FT OF GROUND COVER
REQUIRED PARKING PER USE PERMIT	23 STALLS PER 10,000 SQ FT OF GROUND COVER
INDEPENDENT LIGHTING	17 STALLS (1 PER 1,000 SQ FT) OR 7 STALLS (1 PER 3,000 SQ FT) PER 10,000 SQ FT OF GROUND COVER
REQUIRED PARKING PER USE PERMIT	23 STALLS (1 PER 1,000 SQ FT) OR 7 STALLS (1 PER 3,000 SQ FT) PER 10,000 SQ FT OF GROUND COVER
PROVIDED	32 STALLS (6 ACCESSIBLE)
ADJACENT LAND USE	
NORTH	SINGLE FAMILY RESIDENTIAL
EAST	COMMERCIAL
SOUTH	COMMERCIAL
WEST	COMMERCIAL (MEDIUM)



<p>FINAL PLANNED UNIT DEVELOPMENT SITE PLAN</p> <p>GOOD NEIGHBOR SENIOR LIVING</p> <p>LA VISTA, NE</p>		<p>2015</p>	<p>REVISIONS</p>	<p>MOLSSON ASSOCIATES</p> <p>2111 South 87th St. #4, R.O. 203 Omaha, NE 68114 TEL: 402.341.1116 FAX: 402.341.5555 www.molssonassociates.com</p>
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