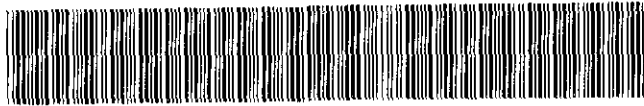




MISC 2007101519



SEP 05 2007 13:28 P 11

*misc 71.00*  
FEE 106.00 FR 66-32470  
10 BKP \_\_\_\_\_ G/O \_\_\_\_\_ COMP MB  
32 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
9/5/2007 13:28:01.74



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Check Number  
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## PARKING SPACE LICENSE AGREEMENT

THIS PARKING SPACE LICENSE AGREEMENT (the "Agreement") is made and entered into effective as of August 31, 2007 ("Effective Date") by and between Ridgeview Office Park Owners Association, Inc., a Nebraska nonprofit corporation ("Association") and Bremcon NE, LLC, a Minnesota limited liability company; Ried Investments, LLC, a Nebraska limited liability company; Rockfort LLC, a Nebraska limited liability company; Del Prete Investments, LLC, a Nebraska limited liability company; and Family First Chiropractic, L.L.C., a Nebraska limited liability company (each, a "Licensee" and collectively, the "Licensees").

WHEREAS, Bremcon NE, LLC, a Minnesota limited liability company previously executed that certain Declaration of Condominium Ownership for Ridgeview Office Park Condominiums, dated May 15, 2007 and recorded on June 21, 2007 as Instrument No. 2007070216 in the Douglas County, Nebraska Register of Deeds Office (the "Declaration"), creating the Ridgeview Office Park Condominiums on that certain real property located in the County of Douglas, State of Nebraska, which is more particularly described on Exhibit "A" attached hereto (the "Property");

WHEREAS, the Licensees constitute all of the Unit Owners (as defined in the Declaration) as of the Effective Date and are all of the members of the Association;

WHEREAS, the parking area identified on Exhibit "B" ("Parking Lot") attached hereto and incorporated herein by this reference is part of the Ridgeview Office Park Condominiums and, pursuant to the Declaration, is designated as a Common Element (as defined in the Declaration) for the common use and enjoyment of the members of the Association;

WHEREAS, pursuant to the Declaration, the Association has the right to grant licenses over Common Elements; and

WHEREAS, the Association desires to grant a license to each Licensee for one (1) reserved parking space in the Parking Lot (each, a "Parking Space"), all in accordance with the terms and conditions set forth in this Agreement.

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

1. Parking Space. The Association hereby grants a license (each, a "License") for the Parking Space to each Licensee for purposes of (1) installing, at Licensee's sole option, a "Reserved Parking" sign located on such Licensee's Parking Space and (2) exclusive parking rights for a single passenger vehicle owned by Licensee or an invitee or permittee of Licensee, all in accordance with the terms and conditions set forth in this Agreement. The Parking Space licensed to each Licensee is depicted on Exhibit "A" attached hereto and incorporated herein.

2. Irrevocable License. The License shall be irrevocable and shall not be revoked without the Licensee's written consent; provided, however, that each License shall terminate automatically at the earlier of (a) the expiration or termination of the Declaration or (b) the date the Declaration is modified to designate the Parking lot as a Limited Common Element. Notwithstanding the foregoing, a License shall only be held by a Unit Owner. Where there is

more than one (1) record owner of a Unit ("co-owners"), the co-owners shall be treated as one (1) Unit Owner for purposes of rights and obligations of the License.

3. Maintenance and Repairs. The Parking Lot, including the Parking Spaces, shall be maintained by the Association as a Common Element in accordance with the terms of the Declaration. Notwithstanding the foregoing, each Licensee shall, at its sole cost and expense, install and maintain the "Reserved Parking" sign, if any, located on the Parking Space reserved for said Licensee. Nothing herein is intended to designate any portion of the Parking Lot, or any Parking Space, as a Limited Common Element.

4. Insurance. During the term of this Agreement, the Association shall maintain general liability insurance on the Parking Lot, including the Parking Space, in accordance with the terms of the Declaration. Each Licensee hereby acknowledges that the Association shall have no responsibility to insure the vehicles or other personal property owned by a Licensee or its invitees and permittees from theft or loss of personal property.

5. Transfer of License. A Licensee shall not have the right to transfer the License to the owner of a different Unit. The record Unit Owner of the Unit in which the License applies shall be the Licensee. In the event of a change in the record owner of a Unit (through sale or otherwise) to which a License applies, the rights and obligations of the License shall automatically transfer to the record Unit Owner. The License may be transferred or sold by a Licensee without the prior written consent of the Association or the other Unit Owners; provided, however, a Licensee shall notify the Association of any such transfer or sale within ten (10) days after such transfer or sale is made.

6. Permitted Uses. Subject to the Declaration, the Parking Space may only be used for the parking of passenger automobiles, pickup trucks or motorcycles which fit within the lines that designate each Parking Space. No other use of the Parking Space will be permitted.

7. Removal of Unauthorized Vehicles. The Association shall not be responsible for the removal of unauthorized vehicles that may park in a Parking Space. All responsibilities, duties or costs associated with the removal of unauthorized vehicles, if any, from the Parking Space will be the exclusive responsibility of the Licensee to which such Parking Space is licensed.

8. Rules and Regulations. Each Licensee shall comply with all rules and regulations as the Association may make or amend, from time to time, for use of the Parking Lot and the Parking Spaces.

9. Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska. To the extent that there are any conflicts between this Agreement and the terms of the Declaration, the terms of the Declaration shall be deemed to govern.

10. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[Remainder of Page Intentionally Left Blank.  
Signature Page to Follow.]**

IN WITNESS WHEREOF, the Association binds itself and its successors and assigns to the terms of this Agreement effective as of the date first written above.

Ridgeview Office Park Owners Association, Inc.,  
a Nebraska nonprofit corporation

By: Bryan Breems  
Name: Bryan Breems  
Title: President

STATE OF Minnesota )  
COUNTY OF Ramsey ) ss.

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me this 30<sup>th</sup> day of August, 2007, by Bryan Breems as President of Ridgeview Office Park Owners Association, Inc., a Nebraska nonprofit corporation.

WITNESS my hand and official seal.

Gina Natterstad  
Notary Public

My commission expires:

Jan 31, 2010



Each Unit Owner hereby acknowledges and consents to the terms of this Agreement.

**BREMCON NE, LLC,**  
a Minnesota limited liability company

By: Bryan Breems  
Name: BRYAN BREEMS  
Title: member/owner

**Owner of Units 2, 4, 6, 8, 9, and 11 thru 32**

STATE OF Minnesota )  
COUNTY OF Ramsey ) ss.

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me this 30<sup>th</sup> day of August, 2007, by Bryan Breems as member/owner of BREMCON NE, LLC, a Minnesota limited liability company.

WITNESS my hand and official seal.

Gina Natterstad  
Notary Public

My commission expires:

Jan 31 2010



OWNERS:

RIED INVESTMENTS, LLC,  
a Nebraska limited liability company

By: [Signature]  
Name: Tom Ried  
Title: VP FINANCE

Owner of Units 3 and 5

STATE OF Nebraska )  
COUNTY OF Douglas ) ss.

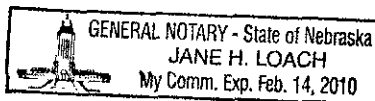
SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me this 30<sup>th</sup> day of August, 2007, by Tom Ried as VP Finance of RIED INVESTMENTS, LLC, a Nebraska limited liability company.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires:

2/14/2010



FAMILY FIRST CHIROPRACTIC, L.L.C.,  
a Nebraska limited liability company

By: [Signature]  
Name: JOEL MARLEY  
Title: CHIROPRACTOR

Owner of Unit 1

STATE OF Nebraska )  
COUNTY OF Douglas ) ss.

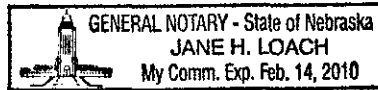
SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me this 30<sup>th</sup> day of August, 2007, by Joel Marley as chiropractor of FAMILY FIRST CHIROPRACTIC, L.L.C., a Nebraska limited liability company.

WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires:

2/14/2010



**ROCKFORT LLC,**  
a Nebraska limited liability company

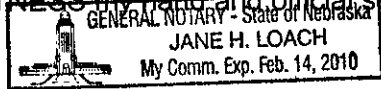
By: Jayanth Ganesan  
Name: JAYANTH GANESAN  
Title: MEMBER

**Owner of Unit 10**

STATE OF Nebraska )  
COUNTY OF Douglas ) ss.

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me this 30<sup>th</sup> day of August, 2007, by Jayanth Ganesan as member of ROCKFORT LLC, a Nebraska limited liability company.

WITNESS my hand and official seal.



Jane H. Loach  
Notary Public

My commission expires:

2/14/2010



DEL PRETE INVESTMENTS, LLC,  
a Nebraska limited liability company

By: Agnes Marcuzzo  
Name: Agnes Marcuzzo  
Title: Co-

Owner of Unit 7

STATE OF Nebraska )  
COUNTY OF Douglas ) ss.

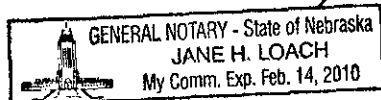
SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me this 30<sup>th</sup> day of August, 2007, by Agnes Marcuzzo as Co of DEL PRETE INVESTMENTS, LLC, a Nebraska limited liability company.

WITNESS my hand and official seal.

Jane H. Loach  
Notary Public

My commission expires:

2/14/2010



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Condominium Units 1 thru 32, in accordance with the Declaration of Condominium Owners of Ridgeview Office Park Condominiums, recorded June 21, 2007, at Instrument No. 2007070216 of the Douglas County, Nebraska records.

PROJECT NO.	100-000000
DATE	08/20/07
DRAWN BY	MTF
CHECKED BY	MTF
DATE	08/20/07
PROJECT NO.	100-000000



**SITE LAYOUT**  
180TH ST. & OAK ST.

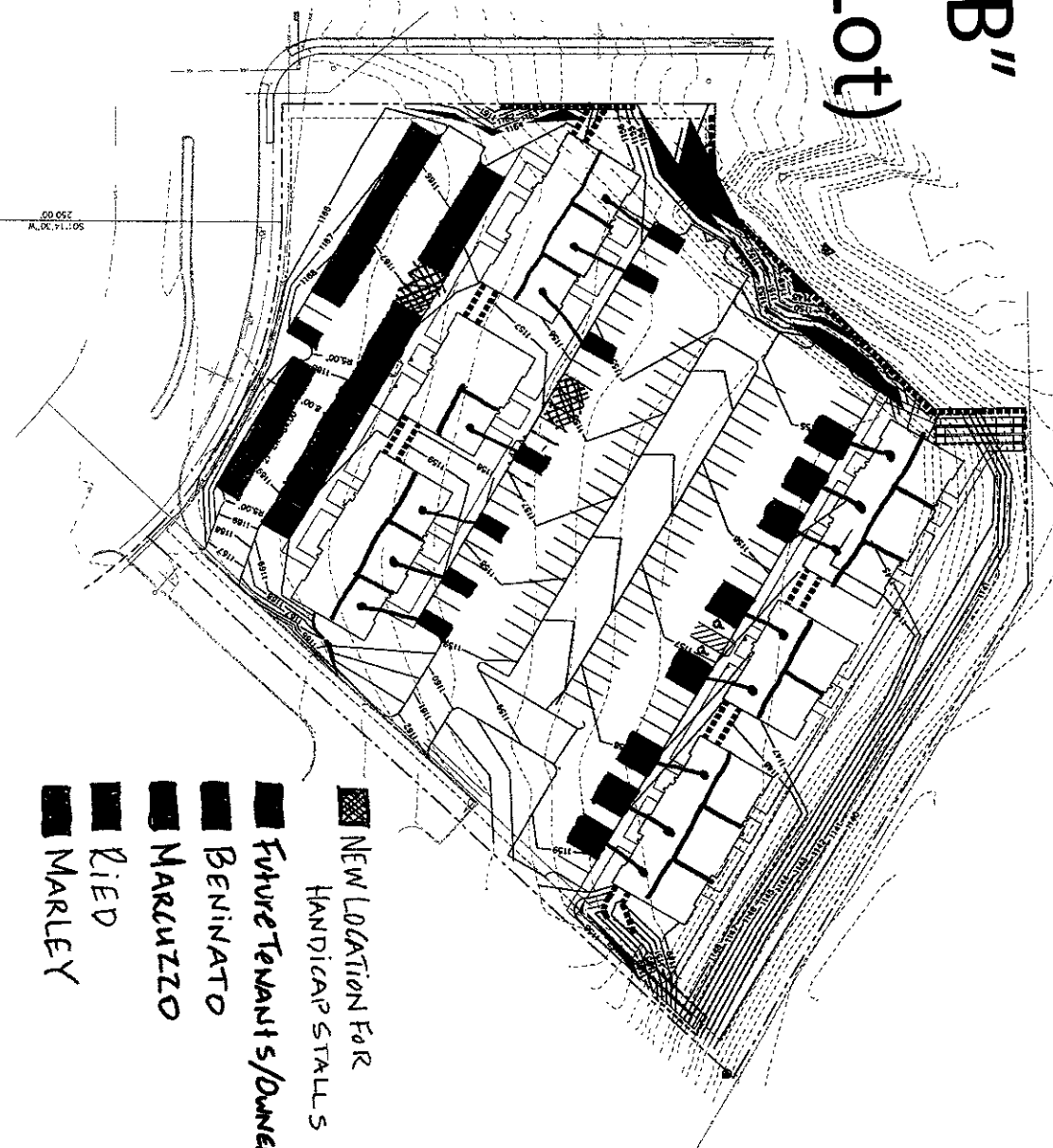
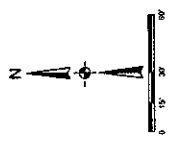
**BREMCON**  
OFFICE CONDOS  
BOZZAS COUNTY, MISSOURI

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**ENGINEERING, INC.**  
1100 WEST STREET, SUITE 100  
OAKVILLE, MISSOURI 64454  
417-238-0000 (FAX)  
417-238-0000 (CELL)

# EXHIBIT "B"

## (Parking Lot)



- NEW LOCATION FOR HANDICAP STALLS
- FUTURE TENANTS/OWNERS
- BENINATO
- MARUZZO
- RIED
- MARLEY