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Sheryl J. Dowling
REGISTER OF DEEDS


EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is executed to be effective as of November 4th, 2014, by and among Gordo-79, LLC, a Nebraska limited liability company (“**Gordo-79**”), Fattlo, LLC, a Nebraska limited liability company (“**Fattlo**”), and Sarpy Field, LLC, a Nebraska limited liability company (“**Sarpy Field**”).

RECITALS

WHEREAS, Fattlo owns certain real estate parcels located in Sarpy County, Nebraska and legally described as follows:

Lot 1, Brook Valley II Business Park Replat Three (“Replat Lot 1”);
Lot 2, Brook Valley II Business Park Replat Three (“Replat Lot 2”);
Lot 4, Brook Valley II Business Park (“Lot 4”); and
Lot 5, Brook Valley II Business Park (“Lot 5”).

Replat Lot 1, Replat Lot 2, Lot 4 and Lot 5 are each depicted on Exhibit “A” attached hereto and shall sometimes be collectively referred to as the “**Fattlo Properties**”.

WHEREAS, Gordo-79 owns certain real estate parcels located in Sarpy County, Nebraska and legally described as follows:

Lot 1, Brook Valley II Business Park (“Lot 1”);
Lot 2, Brook Valley II Business Park (“Lot 2”); and
Lot 3, Brook Valley II Business Park (“Lot 3”).

Lot 1, Lot 2 and Lot 3 are each depicted on Exhibit “A” attached hereto and shall sometimes be collectively referred to as the “**Gordo-79 Properties**”.

WHEREAS, there are approximately 1.22 acres of real estate located between the Fattlo Properties and the Gordo-79 Properties, all as depicted as “Virginia Plaza” on Exhibit “A” attached hereto (“**Virginia Plaza**”);

WHEREAS, Virginia Plaza was previously (a) dedicated as a public street lying west of 114th Street and east of 117th Street, all as shown on Exhibit “A”, and (b) vacated as a public street by the City of La Vista, whereby Gordo-79 obtained title to Virginia Plaza lying west of 114th Street and east of 117th Street;

WHEREAS, Gordo-79 desires to grant an easement over, upon, under and across Virginia Plaza for purposes of allowing the owners and invitees of the Fattlo Properties and Gordo-79 Properties (collectively, the “**Properties**”) to utilize Virginia Plaza for ingress and egress (a) to and from each of the Properties and (b) to and from 117th Street (on the west) and 114th Street (on the east), all as shown on Exhibit “A” attached hereto;

WHEREAS, Sarpy Field requires this Easement to be filed of record prior to closing on the purchase of Replat Lot 1 from Fattlo; and

WHEREAS, Gordo-79 and Fattlo shall each benefit from Sarpy Field’s purchase of Replat Lot 1, and each of Gordo-79 and Fattlo desire to enter into this Easement as partial consideration for Sarpy Field’s purchase and development of Replat Lot 1.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gordo-79, Fattlo and Sarpy Field each hereby agree as follows:

1. **Grant of Permanent Easement.** Gordo-79, as fee owner of Virginia Plaza, does hereby ESTABLISH, GIVE, GRANT and CONVEY to each of the Properties, to each current and subsequent owner of the Properties (the “**Owners**”), and to the Owners’ Invitees (as defined below) a perpetual, non-exclusive use and access easement over, upon, under and across Virginia Plaza for purposes of vehicular and pedestrian ingress, egress, access to utilities, construction and maintenance, and to provide free and uninterrupted vehicular and pedestrian ingress, egress, general access, and passage to and from each of the Properties to 117th Street (on the west), to 114th Street (on the east), and to provide access from any one of the Properties to any of the other Properties. In the event that Fattlo has any ownership interest in Virginia Plaza, Fattlo does hereby ESTABLISH, GIVE, GRANT and CONVEY to each of the Properties, to each of the current and subsequent Owners of the Properties, and to the Owners’ Invitees (as defined below) a perpetual, non-exclusive use and access easement over, upon, under and across Virginia Plaza for purposes of vehicular and pedestrian ingress, egress, access to utilities, construction and maintenance, and to provide free and uninterrupted vehicular and pedestrian ingress, egress, general access, and passage to and from each of the Properties to 117th Street (on the west), to 114th Street (on the east), and to provide access from any one of the Properties to any of the other Properties.

2. **Access to Virginia Plaza.** Each of the current and future Owners of the Properties shall have the right to install access points, driveways or entryways to each of the Properties from Virginia Plaza, all in a location as approved by the City of La Vista in accordance with any site plan approval requirements for each of the Properties by the City of La Vista. The Owner of each of the Properties shall, when constructing such access point, driveway or entryway, have the right to remove the curb currently located on the street which was previously constructed within the boundaries of Virginia Plaza, all in accordance with the rules and regulations of the City of La Vista or any other applicable municipality. As of the date of this Easement, the width of the current street located within the boundaries of Virginia Plaza does not abut the northern boundaries of the Fattlo Properties or the southern boundaries of the

Gordo-79 Properties. If required for site plan approval, Gordo-79 and/or Fattlo, as applicable, hereby grants each of the Owners of the Properties the right to grade any areas of Virginia Plaza which are outside of the boundaries of the current street which is located within the boundaries of Virginia Plaza in accordance with the requirements of the City of La Vista.

3. **Covenants Running with the Land; Successors and Assigns; Duration.** The grants of the easement and access rights set forth in Sections 1 and 2 above are covenants running with the land and are binding upon and shall inure to the benefit of the Owners of the Properties, and their respective successors and assigns; provided, however, that nothing herein shall be deemed to be a gift or dedication of any portion of Virginia Plaza to the general public or for any public purpose whatsoever.

4. **Parking on Virginia Plaza.** Gordo-79 and/or Fattlo, as applicable, reserves unto itself the right to expand the street located within the boundaries of Virginia Plaza in accordance with any common development plan implemented by the Owners of the Properties. Additionally, Gordo-79 and/or Fattlo, as applicable, reserves the right to utilize any portion of Virginia Plaza for a sidewalk, parallel parking or angle parking; provided, however, after adding any such sidewalk or parking on Virginia Plaza, the street located within Virginia Plaza shall remain a two-way street, whereby at least one (1) lane of traffic can flow in each direction within Virginia Plaza. Notwithstanding the foregoing provisions of this Section 4, Gordo-79 and Fattlo, as the current Owners of the Properties, each acknowledge and agree that angle parking on Virginia Plaza shall not be allowed adjacent to the north side of Replat Lot 1 without the prior written consent of the Owner of Replat Lot 1. By entering into this Agreement, Sarpy Field acknowledges that parallel parking may be installed on Virginia Plaza adjacent to the north side of Replat Lot 1, but not on Replat Lot 1.

5. **Fattlo Representations, Warranties and Covenants.** As material consideration for Sarpy Field's purchase of Replat Lot 1 from Fattlo, and in accordance with the terms of a Uniform Commercial Purchase Agreement previously entered into between Fattlo and Sarpy Field, Fattlo hereby represents, warrants and covenants to Sarpy Field (or any subsequent Owner of Replat Lot 1) that, in the event that Fattlo or any other party seeks an entitlement process (i.e., PUD) to obtain public access from 117th Street (on the west) or 114th Street (on the east) through Virginia Plaza or to any of the other Properties in the Brook Valley II Business Park, Fattlo shall be responsible for any costs related to such entitlement process and shall indemnify, defend and hold Sarpy Field (or any subsequent Owner of Replat Lot 1) harmless from any such initial (and ongoing) costs and expenses. By entering into this Agreement, Fattlo acknowledges and agrees that it (or any subsequent Owners of the Fattlo Properties, but excluding Replat Lot 1) shall be responsible for any expenses related to Virginia Plaza in the event that any such expenses are sought from, or charged to, Sarpy Field, its successors or assigns, or Replat Lot 1.

6. **Amendment.** This Agreement may not be amended, modified or released except by written instrument executed jointly by all of the Owners of the Properties.

7. **Permittees.** The rights and benefits granted herein shall also be available to guests, tenants, contractors, lessees, customers, employees, agents, licensees and business invitees, and any guest or invitee of a tenant of the Properties (collectively, the "Invitees").

8. **Remedies.** In the event of any interference or threatened interference with the use of Virginia Plaza by any Owners or Invitees of the Properties, the rights of the parties under this Agreement may be enforced by restraining order(s) and injunction(s) (temporary or permanent) prohibiting such interference and requiring compliance with its terms. Such restraining orders and injunctions will be obtainable upon proof of the existence of such interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irrevocable harm, and will be obtainable by any Owner of the Properties; provided, however, this is not to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9. **Representations and Warranties.** Fattlo and Gordo-79 each hereby represent and warrant to each other and to any successor or assignee of the Properties, or any portion thereof, that Virginia Plaza is a private road (i.e., not a dedicated road), and it is not subject to any public right-of-way or access easements. Fattlo and Gordo-79 each hereby further represent and warrant that (a) they lawfully possess their respective Properties; (b) they have good, right and lawful authority to enter into this Agreement; and (c) their successors and assigns shall continue to warrant and defend this conveyance and shall indemnify each other and any other Owner forever against claims of all persons asserting right, title or interest to Virginia Plaza or the Properties prior to or contrary to the terms of this Agreement.

10. **Miscellaneous.**

a. This Agreement and the attached exhibit(s) constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior agreements and understandings, written or oral, with respect thereto; provided, however, the representations, warranties and covenants of Fattlo as set forth in Section 5 above shall also be included in the deed which transfers title of Replat Lot 1 from Fattlo to Sarpy Field, and each such document shall be applicable to Fattlo and Sarpy Field, their successors and assigns. The exhibit(s) hereto are incorporated in and made a part of this Agreement

b. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any party of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

c. All article and section titles and captions contained in this Agreement are for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

d. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA. JURISDICTION AND VENUE FOR ALL MATTERS RELATED TO THIS AGREEMENT SHALL LIE IN THE COUNTY AND THE DISTRICT IN WHICH THE PROPERTIES ARE LOCATED.

e. If any provision of this Agreement is determined by competent authority to be prohibited or unenforceable in any applicable jurisdiction, such provisions shall, with

respect to such jurisdiction, be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such provision shall not invalidate or render unenforceable such provision in any other jurisdiction. It is expressly understood, however, that the parties intend that every provision of this Agreement be valid and enforceable and hereby knowingly waive all rights to object to any provision of this Agreement.

f. This Agreement may only be terminated upon the recordation in the real property records of Sarpy County, Nebraska, of an agreement of termination executed by all of the Owners of all of the Properties.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES TO FOLLOW.]

EXECUTED to be effective on the date first above written.

Gordo-79, LLC

By: _____

Authorized Representative

Printed Name

Title

Ray Trimble

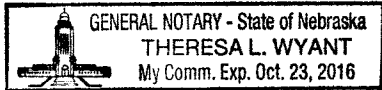
Managing Member

ACKNOWLEDGMENT

STATE OF NEBRASKA)

COUNTY OF Douglas) ss

This instrument was acknowledged before me on November 4, 2014, by Ray Trimble managing member of GORDO-79, LLC, on behalf of the company.



Notary Public

Theresa L. Wyant

Fattlo, LLC

[Handwritten Signature]
By: _____

Authorized Representative

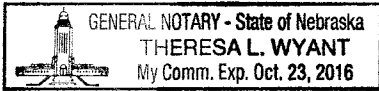
Ray Trimble
Printed Name _____

Managing Member
Title _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF *Douglas*)

This instrument was acknowledged before me on November *4*, 2014, by *Ray Trimble managing member* of FATTLO, LLC, on behalf of the company.



Theresa L. Wyant
Notary Public _____

Sarpy Field, LLC

By: Brad Strittmatter
Authorized Representative

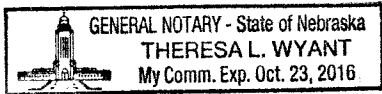
Brad Strittmatter
Printed Name

Manager
Title

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF Douglas) ss

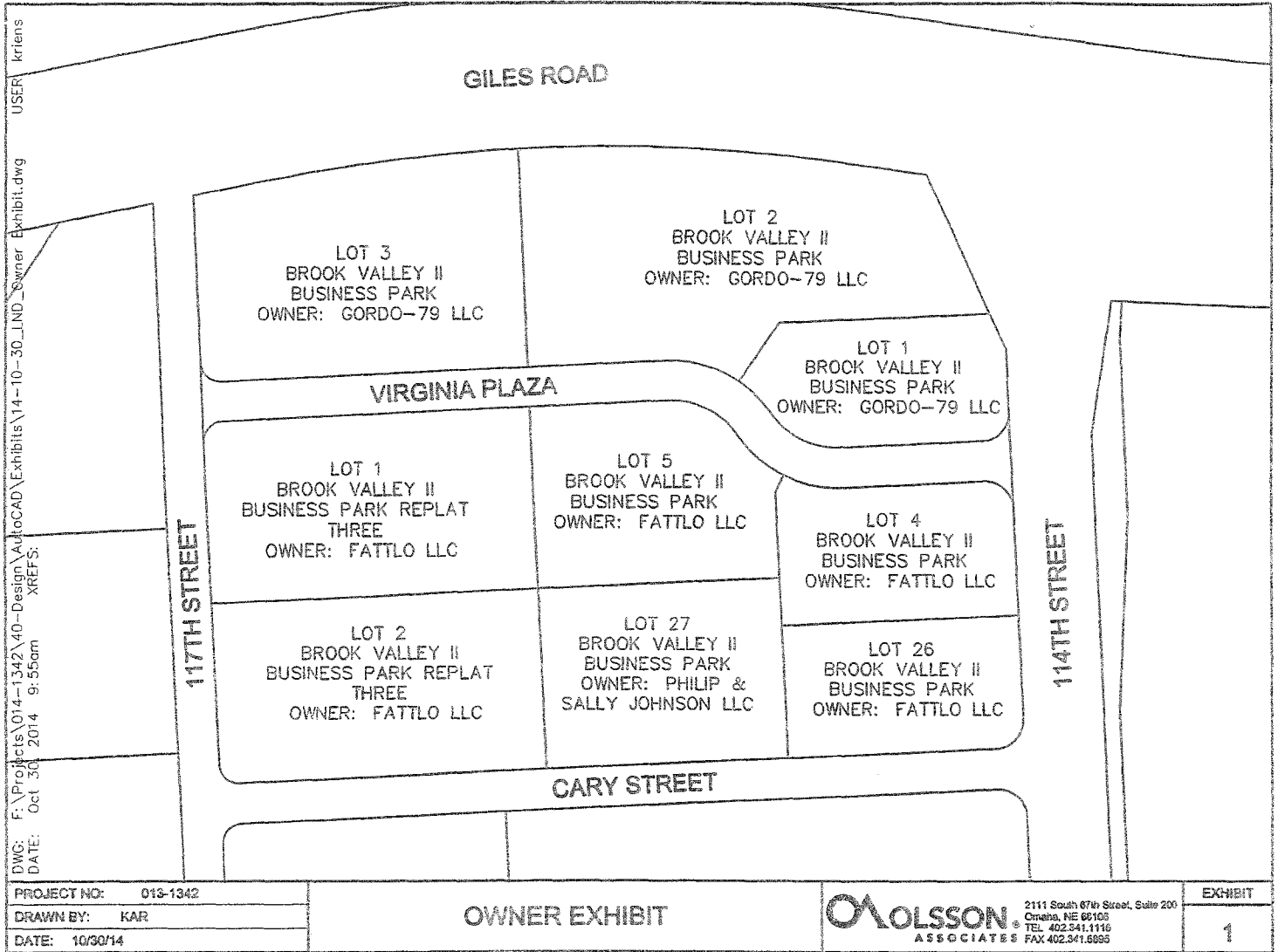
This instrument was acknowledged before me on November 4, 2014, by Brad Strittmatter, manager of SARPY FIELD, LLC, on behalf of the company.



Theresa L. Wyant
Notary Public

EXHIBIT "A"

Fattlo Properties, Gordo-79 Properties and Virginia Plaza



USER: krians
 DWG: F:\Projects\014-1342\40-Design\AutoCAD\Exhibits\14-10-30_LIND_Owner Exhibit.dwg
 XREFS:
 DATE: Oct 30, 2014 9:55am

PROJECT NO:	013-1342
DRAWN BY:	KAR
DATE:	10/30/14

OWNER EXHIBIT



 2111 South 67th Street, Suite 200
 Omaha, NE 68105
 TEL 402.341.1116
 FAX 402.341.6895

EXHIBIT
1