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MAR 30 2016 09:25 P 12

Fee amount: 76.00
FB: 63-33662
COMP: CC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/30/2016 09:25:20.00



2016022246

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PERMANENT ACCESS AGREEMENT

THIS PERMANENT ACCESS AGREEMENT (this "Agreement") is made effective as of the 1st day of March, 2016 (hereinafter referred to as the "Effective Date"), by and among Roanoke Development, LLC, a Nebraska limited liability company, whose address is: 3615 N. 120th Street, Omaha, Nebraska 68164 (hereinafter referred to as "Roanoke"), Roanoke AL, LLC, a Nebraska limited liability company, whose address is: 3025 S. 87th Street, Omaha, Nebraska 68124 ("RAL"), Roanoke Business Park Landowners Association, a Nebraska non-profit corporation (the "Association"), and Keystone Little League, Inc., a Nebraska nonprofit corporation, whose address is: Attn: Bryan Mick, 12015 Shamrock Plaza, Omaha, Nebraska 68154 (hereinafter referred to as "Keystone").

RECITALS:

WHEREAS, Roanoke is the lawful owner of the following legally described real property, to-wit:

63-33662

Lots 16 through 18, inclusive, Roanoke Business Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, (hereinafter referred to collectively as the "Roanoke Property");

WHEREAS, RAL is the lawful owner of the following legally described real property, to-wit:

63-33663

Lot 1, Roanoke Business Park Replat One, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "RAL Property");

WHEREAS, Keystone is the lawful owner of the following legally described real property, to-wit:

63-33662

Lot 22, Roanoke Business Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (hereinafter referred to as the "Keystone Property");

WHEREAS, the parties desire to enter into this Agreement create reciprocal easements over, upon and across a portion of the Roanoke Property and a portion of the RAL Property for ingress and egress in favor of the owners, occupants, and mortgagees of the Roanoke Property, the RAL Property, and the Keystone Property

and their respective officers, directors, members, partners, employees, agents, tenants, subtenants, contractors, invitees, customers, licensees, vendors or concessionaires and fire, rescue and other emergency vehicles (hereinafter referred to as the "Permittees"); and

WHEREAS, by virtue of the recording of this Agreement, the Roanoke Property, the RAL Property, and the Keystone Property shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Agreement and every grantee of any interest in the Roanoke Property, the RAL Property, or the Keystone Property, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of said property, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Agreement and shall be deemed to have consented to the terms hereof.

NOW, THEREFORE, for and in consideration of One (\$1.00) Dollar, the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Reciprocal Access Easement.

(a) Roanoke hereby grants an easement for the perpetual non-exclusive right in common with others to utilize the Road (defined below), exits, entrances and other paved areas, as the same may exist on the Roanoke Property within the twenty-five (25') foot area depicted on the attached Exhibit "A" (the "Easement Area") for the purpose of providing RAL, Keystone, and their respective Permittees pedestrian and vehicular access over, across and through the Roanoke Property (within the Easement Area) to the RAL Property and the Keystone Property.

(b) RAL hereby grants an easement for the perpetual non-exclusive right in common with others to utilize the Road, exits, entrances and other paved areas, as the same may exist on the RAL Property within the Easement Area for the purpose of providing Roanoke, Keystone, and their respective Permittees pedestrian and vehicular access over, across and through the RAL Property (within the Easement Area) to the Roanoke Property and the Keystone Property.

2. Construction of the Road and Temporary Construction Easement. Roanoke shall be responsible, at its sole cost and expense, for the construction of a twenty-four (24') foot wide access road within the Easement Area (the "Road"), which Road shall be constructed in substantial accordance with the plans attached hereto as part of Exhibit "A". It is anticipated that the construction of the Road will commence concurrently with the commencement of construction of the assisted living facility to be constructed on RAL Property, and that construction of the Road will be substantially completed by or before completion of the assisted living facility on the RAL Property. In order to facilitate the Roanoke's construction of the Road, RAL hereby declares, establishes and grants to Roanoke a non-exclusive temporary construction easement on, over and across that part of the Easement Area owned by RAL for the sole purpose of providing Roanoke with the right to use the same for purposes of constructing the Road (the "Temporary Construction Easement") including, without limitation, the right of Roanoke and Roanoke's employees, contractors, agents, licensees and invitees to use the Temporary Construction Easement for ingress and egress of personnel, vehicles, materials and equipment in connection with the construction of the Road. The term of the Temporary Construction Easement shall commence on the date hereof and shall expire automatically upon completion of construction of the Road improvements.

3. Maintenance of Road and Maintenance Easement. The responsibility for the maintenance, repair, replacement, if necessary, and operation of the Road, exits and entrances, as applicable, within the Easement Area shall be the responsibility of the Roanoke Business Park Landowners Association, a Nebraska nonprofit corporation (the "Association"), or its successors and assigns. Roanoke and RAL hereby declare, establish and grant to Association a non-exclusive permanent easement on, over and across those parts of the Easement Area owned respectively by Roanoke and RAL for the purpose of providing the Association with the right to access the Easement Area as reasonably necessary to maintain, repair, replace and operate the Road, exits and entrances within the Easement Area. The Association is a party hereto only for the purposes of acknowledging its obligations set forth in this Section 3.

4. Nature of Easements. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the owners, future owners, occupants, mortgagees, and their respective Permittees. The parties hereto expressly disclaim the creation of any rights in or for the benefit of the public generally. It is understood and agreed that the easements shall continue for so long as the Roanoke Property, the RAL Property, and/or the Keystone Property remain in existence. No owner or occupant of any of the Roanoke Property, the RAL Property, or the Keystone Property shall, at any time, obtain any rights or privileges by prescription or otherwise, except as set forth herein.

5. Restrictions. Each owner shall use reasonable efforts to ensure that owners, occupants and their Permittees do not park or block the points of access or drive-lanes running through the Easement Area. No barricades, signs, fences, or other dividers will be constructed and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic through the Easement Area.

6. Effect of Covenants. Each owner and their respective successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Agreement or to which this Agreement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such lot owners as though the provisions, terms and restrictions of this Agreement were received and stipulated at length in each and every deed of conveyance.

7. Waiver. No covenant, restriction, condition or provision of this Agreement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

8. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Agreement herein contained, as the case may be, shall not render the remainder of the Agreement invalid, nor any other part therein contained.

9. Amendment; Modification. This Agreement may be amended by the written consent and mutual agreement of all the record owners of the Roanoke Property, RAL Property, and Keystone Property, or their respective successors and assigns. Any such modification or amendment shall be effective when duly recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

10. Notices. Any demands or notice allowed or required hereunder shall be given in the manner and to the addresses specified in this Agreement; provided, however, the owner of the Roanoke Property or the Keystone Property may change its address by (i) giving notice to all other owners of record, or (ii) by recording a Notice of Change of Address in the Office of the Register of Deeds of Douglas County,

Nebraska. It is understood and agreed that the maintenance responsibilities of the Roanoke Property may be assigned to a business owners association at the sole discretion of Roanoke.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed, shall be deemed to be an original and all of which counterparts of this Agreement, taken together, shall constitute but one and the same instrument.

12. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

13. Joinder by Mortgagees. Each of the parties hereto represent and warrant to the other parties hereto that there are no holders of mortgages or other liens on its respective parcel other than by those holders of mortgages and other liens joining in this Agreement.

[Remainder of Page Left Intentionally Blank; Execution Pages Follow.]

KEYSTONE LITTLE LEAGUE, INC., a
Nebraska nonprofit corporation,

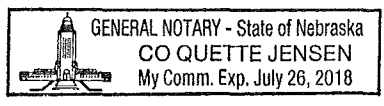
By: [Signature]

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came Jeremy Stone, the President of Keystone Little League, Inc., a Nebraska nonprofit corporation, 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 on behalf of said nonprofit corporation.

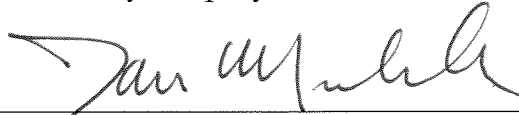
WITNESS my hand and Notary Seal on this 19 day of November, 2015.

[Signature]
Notary Public



EXECUTED as of the Effective Date.

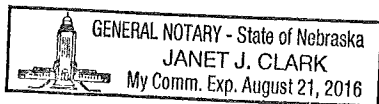
ROANOKE DEVELOPMENT, LLC, a Nebraska
limited liability company

By: 
Dan Mulhall, Managing Member

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came Dan Mulhall, Managing Member of Roanoke Development, 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 on behalf of said limited liability company.

WITNESS my hand and Notary Seal on this 22 day of MARCH, 2016.




Notary Public

EXECUTED as of the Effective Date.

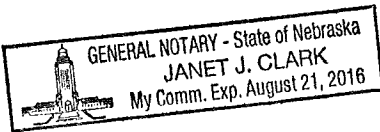
ROANOKE AL, LLC, a Nebraska limited liability company

By: *Mark M. Lamb*
Mark M. Lamb, President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came Mark M. Lamb, President of Roanoke AL, 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 on behalf of said limited liability company.

WITNESS my hand and Notary Seal on this 28 day of MARCH, 2016.



Janet J. Clark
Notary Public

ROANOKE BUSINESS PARK
LANDOWNERS ASSOCIATION, a Nebraska
nonprofit corporation,

By: *Dan Mulhall*
Dan, Mulhall

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came DAN MULHALL
_____, the AUTHORIZED SIGNATORY of Roanoke Business Park Landowners Association, a Nebraska
nonprofit corporation, 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 on behalf of said nonprofit corporation.
Authorized Signatory

WITNESS my hand and Notary Seal on this 22 day of MARCH, 2016.

Janet J. Clark
Notary Public

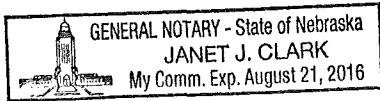
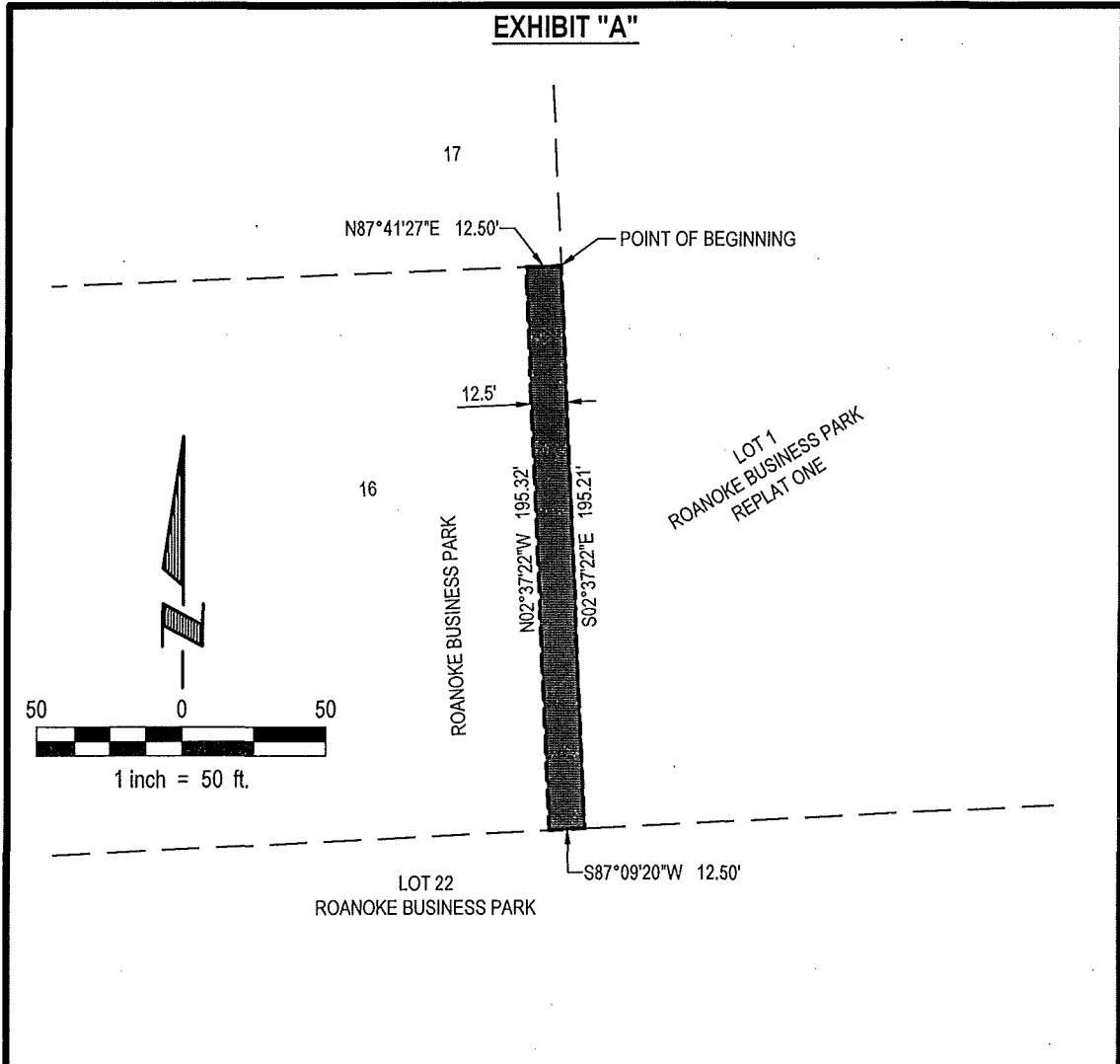


EXHIBIT "A"



LEGAL DESCRIPTION

A 12.50 FOOT WIDE INGRESS AND EGRESS EASEMENT LOCATED IN PART OF LOT 16, ROANOKE BUSINESS PARK, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF THE NW1/4 AND ALSO SW1/4 OF THE NW1/4 OF SECTION 05, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, ROANOKE BUSINESS PARK, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 17, SAID ROANOKE BUSINESS PARK, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, A SUBDIVISION LOCATED IN SAID SECTION 05; THENCE S02°37'22"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 16, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, A DISTANCE OF 195.21 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16, ROANOKE BUSINESS PARK, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 22, SAID ROANOKE BUSINESS PARK; THENCE S87°09'20"W ALONG THE SOUTH LINE OF SAID LOT 16, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 22, ROANOKE BUSINESS PARK, A DISTANCE OF 12.50 FEET; THENCE N02°37'22"W, A DISTANCE OF 195.32 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 16, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 17, ROANOKE BUSINESS PARK; THENCE N87°41'27"E ALONG SAID NORTH LINE OF LOT 16, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING SAID SOUTH LINE OF LOT 17, ROANOKE BUSINESS PARK, A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING.

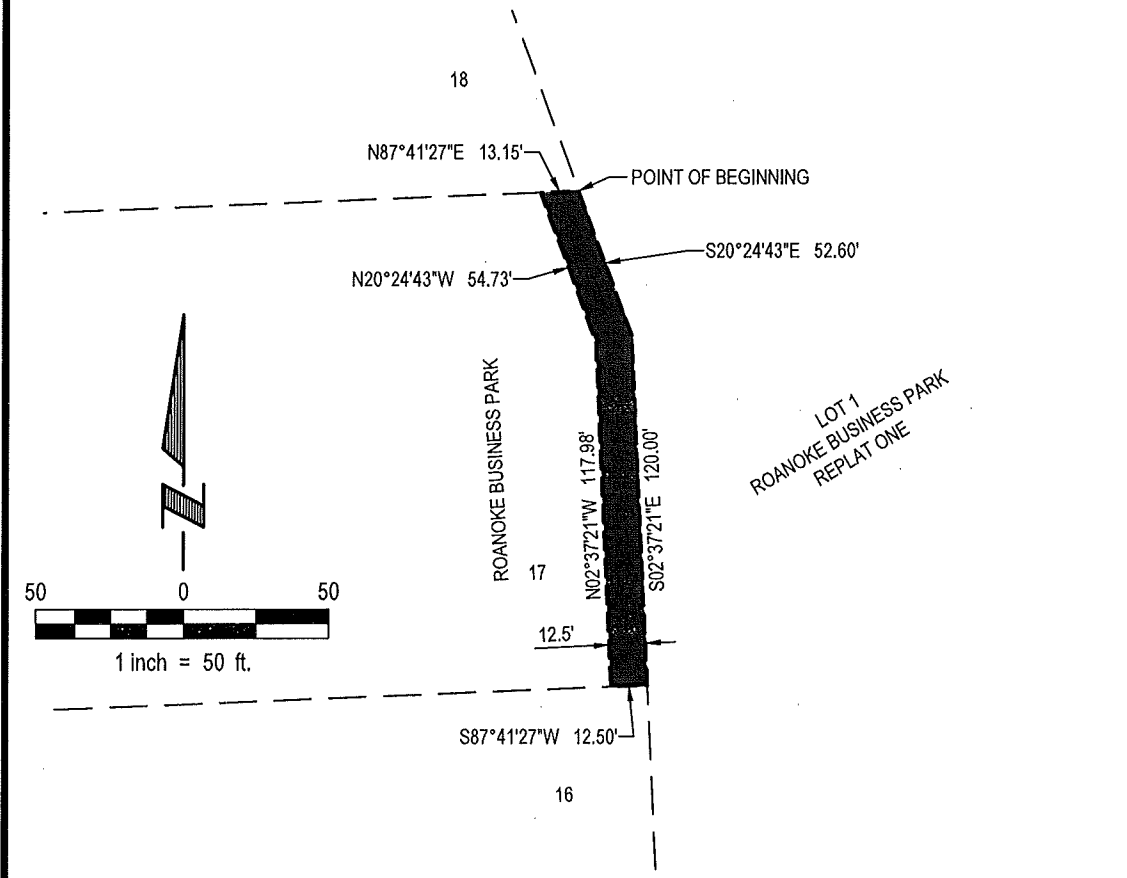
SAID 12.50 FOOT WIDE INGRESS AND EGRESS EASEMENT CONTAINS AN AREA OF 2,441 SQUARE FEET OR 0.056 ACRES, MORE OR LESS.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Ma Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Drawn by: JRS Chkd by:		Date: 8/6/2015
Job No.: 2004.216.028		Revised: 11/19/2015

INGRESS/EGRESS EASEMENT
LOT 16
ROANOKE BUSINESS PARK
DOUGLAS COUNTY, NEBRASKA

EXHIBIT "A"



LEGAL DESCRIPTION

A 12.50 FOOT WIDE INGRESS AND EGRESS EASEMENT LOCATED IN PART OF LOT 17, ROANOKE BUSINESS PARK, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF THE NW1/4 AND ALSO SW1/4 OF THE NW1/4 OF SECTION 05, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 17, ROANOKE BUSINESS PARK, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 18, SAID ROANOKE BUSINESS PARK, SAID POINT ALSO BEING ON THE WESTERLY LINE OF LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, A SUBDIVISION LOCATED IN SAID SECTION 05; THENCE ALONG THE EASTERLY LINE OF SAID LOT 17, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 1, ROANOKE BUSINESS PARK REPLAT ONE ON THE FOLLOWING TWO (2) COURSES; 1) THENCE S20°24'43"E (ASSUMED BEARING), A DISTANCE OF 52.60 FEET; 2) THENCE S02°37'21"E, A DISTANCE OF 120.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17, ROANOKE BUSINESS PARK, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 16, SAID ROANOKE BUSINESS PARK; THENCE S87°41'27"W ALONG THE SOUTH LINE OF SAID LOT 17, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 16, ROANOKE BUSINESS PARK, A DISTANCE OF 12.50 FEET; THENCE N02°37'21"W, A DISTANCE OF 117.98 FEET; THENCE N20°24'43"W, A DISTANCE OF 54.73 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 17, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 18, ROANOKE BUSINESS PARK; THENCE N87°41'27"E ALONG SAID NORTH LINE OF LOT 17, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING SAID SOUTH LINE OF LOT 18, ROANOKE BUSINESS PARK, A DISTANCE OF 13.15 FEET TO THE POINT OF BEGINNING.

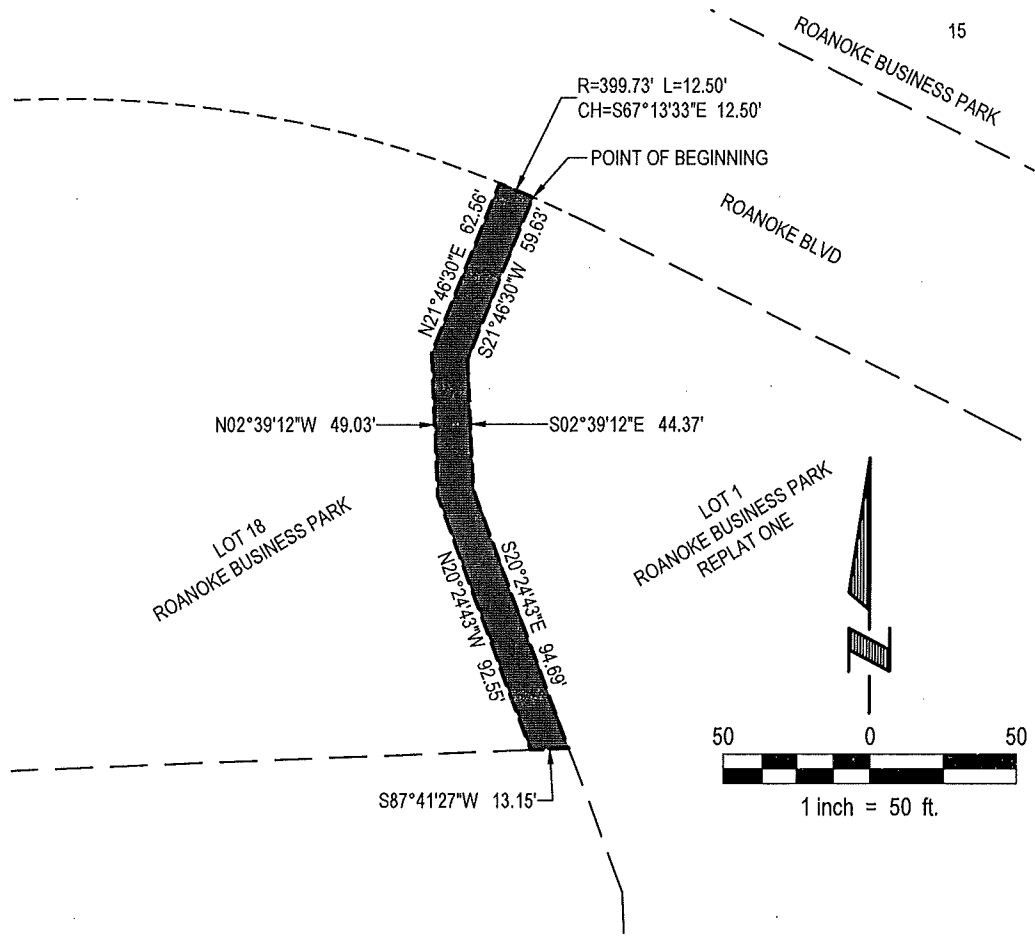
SAID 12.50 FOOT WIDE INGRESS AND EGRESS EASEMENT CONTAINS AN AREA OF 2,158 SQUARE FEET OR 0.050 ACRES, MORE OR LESS.



E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 10909 M Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599
 Drawn by: JRS | Chkd by: | Date: 8/6/2015
 Job No.: 2004.216.028 | Revised: 11/19/2015

INGRESS/EGRESS EASEMENT
LOT 17
ROANOKE BUSINESS PARK
 DOUGLAS COUNTY, NEBRASKA

EXHIBIT "A"



LEGAL DESCRIPTION

A 12.50 FOOT WIDE INGRESS AND EGRESS EASEMENT LOCATED IN PART OF LOT 18, ROANOKE BUSINESS PARK, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF THE NW1/4 AND ALSO SW1/4 OF THE NW1/4 OF SECTION 05, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 18, ROANOKE BUSINESS PARK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ROANOKE BOULEVARD; THENCE ALONG THE EASTERLY LINE OF SAID LOT 18, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 1, ROANOKE BUSINESS PARK REPLAT ONE ON THE FOLLOWING THREE (3) COURSES; 1) THENCE S21°46'30"W (ASSUMED BEARING), A DISTANCE OF 59.63 FEET; 2) THENCE S02°39'12"E, A DISTANCE OF 44.37 FEET; 3) THENCE S20°24'43"E, A DISTANCE OF 94.69 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18, ROANOKE BUSINESS PARK, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 17, SAID ROANOKE BUSINESS PARK; THENCE S87°41'27"W ALONG THE SOUTH LINE OF SAID LOT 18, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 17, ROANOKE BUSINESS PARK, A DISTANCE OF 13.15 FEET; THENCE N20°24'43"W, A DISTANCE OF 92.55 FEET; THENCE N02°39'12"W, A DISTANCE OF 49.03 FEET; THENCE N21°46'30"E, A DISTANCE OF 62.56 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 18, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROANOKE BOULEVARD; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE OF LOT 18, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROANOKE BOULEVARD ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 379.73 FEET, A DISTANCE OF 12.50 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S67°13'33"E, A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING.

SAID 12.50 FOOT WIDE INGRESS AND EGRESS EASEMENT CONTAINS AN AREA OF 2,518 SQUARE FEET OR 0.058 ACRES, MORE OR LESS.

 E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		INGRESS/EGRESS EASEMENT LOT 18 ROANOKE BUSINESS PARK DOUGLAS COUNTY, NEBRASKA
	Drawn by: EMM Chkd by:	Date: 8/6/2015	
Job No.: 2004.216.028	Revised: 11/19/2015		

