



MISC 2008071255



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
7/18/2008 14:52:41.71

2008071255

DECLARATION OF ACCESS EASEMENT

THIS DECLARATION OF ACCESS EASEMENT (the "Easement Declaration") is made and entered into this 3rd day of July, 2008 by and between Loreto, LLC, a Nebraska limited liability company ("Loreto") and Genuine Parts Company, a Georgia corporation ("GPC").

RECITALS:

WHEREAS, GPC is the owner of certain real estate legally described as Lot 1, Camelot Village 2 Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska ("Lot 1"); and

WHEREAS, Loreto owns certain real estate legally described as Lot 2, The Shoppes at Loreto, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska ("Lot 2"); and

WHEREAS, Loreto desires to have an ingress and egress easement over Lot 1 to provide access to and from Lot 2; and

WHEREAS, GPC has agreed to grant and establish such ingress and egress easement upon the easement area located on Lot 1 as legally described and depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area") to provide vehicular and pedestrian ingress, egress and access to and from Lot 2.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Easement Declaration and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Access Easement.** Subject to the terms and conditions hereof, GPC hereby grants and conveys to Loreto and any successor owners of Lot 2 (hereinafter individually and collectively, the "Lot 2 Owner") a nonexclusive permanent easement over, through and upon the Easement Area for the purpose of providing pedestrian and vehicular access, ingress and egress, to and from Lot 2 for the use of the Lot 2 Owner and its successors, assigns, employees, agents, contractors, tenants, licensees and invitees and for such other uses as may be granted hereafter as provided in Section 2 below (collectively, the "Access Easement").

Return to:
Jacqueline A. Pueppke
Baird Holm LLP
1500 Woodmen Tower
Omaha, NE 68102
DOCS/852623.1

CASH

2. **Restriction on Access Easement.** Only passenger vehicles and light trucks and pedestrian traffic may use the Access Easement. Lot 2 Owner shall not use the Access Easement granted herein for heavy truck (including fuel truck) or construction traffic and instead shall route the same through direct access points from public right of ways into Lot 2.

3. **Other Easements and Uses.** GPC reserves the right for itself and for any successor owners of Lot 1 (hereinafter individually and collectively, the "Lot 1 Owner") to grant other easements over, under and upon the Easement Area for other uses and other improvements on the Easement Area so long as such other easements and improvements do not materially adversely affect use of the Easement Area for vehicular and pedestrian ingress, egress and access purposes. The Lot 1 Owner may temporarily restrict the use of the Easement Area in order to expand, repair, replace or maintain the roadway located thereon or authorize others to do so, provided that during the performance of such work, access shall not be materially restricted over the Easement Area, or alternative access routes that are reasonably convenient to utilize shall be provided. GPC agrees, for itself and for any future Lot 1 Owner, that it shall not do or permit to be done, any act upon Lot 1 that would prevent or materially hinder the beneficial use of the Access Easement herein granted.

4. **Repair and Maintenance.** Loreto for itself, and for any future Lot 2 Owner, shall promptly repair any damage caused by its exercise of its rights to the Access Easement hereunder, including without limitation the restoration of all surface areas substantially to their condition immediately prior to the exercise of such rights, normal wear and tear excluded. GPC for itself, and for any future Lot 1 Owner, agrees that it shall be responsible for normal repair and maintenance of the Easement Area and shall keep the same in good and useable condition and repair, including snow and ice removal and other repair and maintenance necessary to keep the Easement Area in good repair.

5. **Indemnification.** Lot 2 Owner agrees to indemnify, defend and hold Lot 1 Owner harmless against and from all expenses, losses, or liabilities (including reasonable attorneys' fees and other costs and expenses of defense of claims) claimed, paid, suffered, or incurred as a result of its use of the Access Easement in connection with its rights hereunder.

6. **Termination of Easement Declaration.** The Access Easement may be terminated only by a written instrument executed by the then Lot 1 Owner and the then Lot 2 Owner, except in the event of continued violation by the Lot 2 Owner of Section 2 hereof, in which event, Lot 1 Owner may terminate the Access Easement to prevent further violation.

7. **Enforcement.** The provisions of this Easement Declaration may be enforced by an action for injunctive relief, as well as by an action for damages. No breach of any provision of this Easement Declaration by any party shall give the other party the right to cancel, rescind or otherwise terminate this Easement Declaration, but this provision shall not be deemed to affect any other rights or remedies which the non-breaching party may have, or claim to have, by reason of the breach.

8. **Notices.** All notices required or permitted by this Easement Agreement shall be deemed to be duly given if sent by nationally recognized overnight carrier or by registered or certified US mail, return receipt requested and addressed:

If to GPC: Genuine Parts Company
 2999 Circle 75 Parkway
 Atlanta, GA 30339

If to Loreto: Loreto LLC
8930 So. 137th Circle, Suite 2
Omaha, NE 68138

Or to such other address as shall from time to time, be supplied in writing by the party in question to all other parties hereto.

9. **Miscellaneous.** This Easement Declaration shall be governed and construed in accordance with the laws of the State of Nebraska. The easements, covenants and restrictions granted hereunder and all provisions of this Easement Declaration, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Upon any sale of Lot 1 or Lot 2, respectively, by GPC or Loreto or by any successor or assign, the selling party shall have no further liability hereunder other than for claims arising during the selling party's period of ownership.

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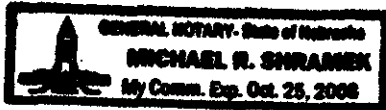
IN WITNESS WHEREOF, the parties have executed this Easement Declaration the day and date first above written.

Loreto, LLC, a Nebraska limited liability company

By: *John T. Spaustat*
John T. Spaustat, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13 day of June, 2008, by John T. Spaustat, the Manager of Loreto, LLC, a Nebraska limited liability company on behalf of the company.



Michael R. Shramen
Notary Public

Genuine Parts Company, a Georgia corporation

By: *Scott C. Smith*
Name: SCOTT C. SMITH
Title: SENIOR VICE PRESIDENT

GEORGIA
STATE OF NEBRASKA)
) ss.
) COBB
COUNTY OF DOUGLAS)

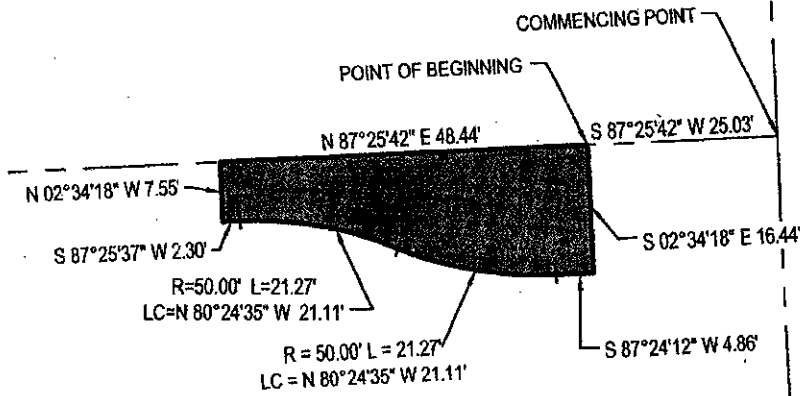
The foregoing instrument was acknowledged before me this 2nd day of July, 2008, by Scott C. Smith, the Sr. Vice President of Genuine Parts Company, a Georgia corporation, on behalf of the corporation.

Eileen Rodriguez
Notary Public

Notary Public, Paulding County, Georgia
My Commission Expires April 7, 2010

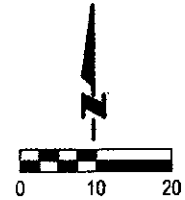
EXHIBIT "A"

LOT 2, THE SHOPPES AT LORETO



90TH STREET

LOT 1, CAMELOT VILLAGE 2
REPLAT 1



Scale: 1" = 20'

LEGAL DESCRIPTION

SPECIAL WARRANTY DEED
 GENUINE PARTS COMPANY
 DEED INSTRUMENT NO. 2006-127647

A PERMANENT INGRESS AND EGRESS EASEMENT LOCATED IN LOT 1, CAMELOT VILLAGE 2 REPLAT 1, A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 10, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, CAMELOT VILLAGE 2 REPLAT 1, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2, THE SHOPPES AT LORETO, A SUBDIVISION LOCATED IN SAID SW 1/4 OF SECTION 10, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF 90TH STREET; THENCE S87°25'42"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT 2, THE SHOPPES AT LORETO, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 1, CAMELOT VILLAGE 2 REPLAT 1, A DISTANCE OF 25.03 FEET TO THE POINT OF BEGINNING; THENCE S02°34'18"E, A DISTANCE OF 16.44 FEET; THENCE S87°24'12"W, A DISTANCE OF 4.86 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET A DISTANCE OF 21.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N80°24'35"W, A DISTANCE OF 21.11 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET A DISTANCE OF 21.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N80°24'35"W, A DISTANCE OF 21.11 FEET; THENCE S87°25'37"W, A DISTANCE OF 2.30 FEET; THENCE N02°34'18"W, A DISTANCE OF 7.55 FEET TO A POINT ON SAID SOUTH LINE OF LOT 2, THE SHOPPES AT LORETO, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 1, CAMELOT VILLAGE 2 REPLAT 1; THENCE N87°25'42"E ALONG SAID SOUTH LINE OF LOT 2, THE SHOPPES AT LORETO, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 1, CAMELOT VILLAGE 2 REPLAT 1, A DISTANCE OF 48.44 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT INGRESS AND EGRESS EASEMENT CONTAINS AN AREA OF 592 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.



E&A CONSULTING GROUP, INC.
 ENGINEERING • PLANNING • FIELD SERVICES
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 895-4200

Drawn by: KAGB/WJCE Chkd by: WAG 4-23-08 Chkd by:

Job No.: P2007.184.001 Date: 4/24/2008

**PERMANENT INGRESS AND
EGRESS EASEMENT**
 LOT 1, CAMELOT VILLAGE 2 REPLAT 1
 DOUGLAS COUNTY, NEBRASKA

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