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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 3/28/2016 13:29:01.47



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When filed return to:

Michael Shramek  
 Loreto LLC  
 8930 S. 137<sup>th</sup> Circle, Suite 2  
 Omaha, NE 68138  
 (402) 510-2291

**CROSS ACCESS AGREEMENT  
 (Lot 2, Replat 1)**

**THIS CROSS ACCESS AGREEMENT** ( "Agreement") is entered into this 29 day of January, 2016, by and between Fantasy's, Inc., a Nebraska corporation ("Fantasy's") and Loreto, LLC, a Nebraska limited liability company ("Loreto").

**RECITALS:**

A. Fantasy's is the owner of real property generally located at 2540 North 90<sup>th</sup> Street, Omaha, Nebraska, and legally described as:

The Shoppes at Loreto, Lot 1, Omaha, Douglas County, Nebraska (the "Fantasy's Property").

B. Loreto is the owner of real property generally located at 2334 North 90<sup>th</sup> Street, Omaha, Nebraska, and legally described as: The Shoppes at Loreto, Lot 2, Omaha, Douglas County, Nebraska (the "Overall Loreto Property").

C. The Overall Loreto Property is being subdivided and split into two (2) lots, consisting of Lots 1 and 2, The Shoppes at Loreto Replat 1. This Agreement solely relates to the portion of the Overall Loreto Property that shall be legally defined as follows:

Lot 2, The Shoppes at Loreto Replat 1, Omaha, Douglas County, Nebraska (the "Loreto Property").

D. Fantasy's and Loreto (collectively, the "Parties") desire to create and establish ingress and egress between and connecting the Fantasy's Property and the Loreto Property located along their mutual property line, which area

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shall be located outside the footprint of any improvements (the "Cross Access Drive").

- E. In order to facilitate the travel between the properties and to allow better access to each Property due to the mutually beneficial effects of permitting free movement between the respective uses of the properties, the Parties desire to grant and acquire cross-access rights for access on, over, across and through portions of the properties, including the Cross Access Drive.
- F. The Parties are willing to grant and acquire the access rights granted herein on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Access Rights by Fantasy's. Fantasy's, as owner of the Fantasy's Property, for itself, its successors and assigns, hereby declares, creates, grants and establishes a perpetual nonexclusive access license (the "Fantasy's Access License") for the benefit of the owner of the Loreto Property, its successors and assigns, customers and invitees for access by vehicles and pedestrians, together with a nonexclusive license for ingress and egress over all the driveways, parking lots and walkways located on the Fantasy's Property (collectively, the "Fantasy's Parking Lot"), including that portion of the Fantasy's Parking Lot that constitutes a part of the Cross Access Drive, sufficient to provide reasonable direct vehicular and pedestrian access to and across the Fantasy's Parking Lot and the Cross Access Drive, by such persons and vehicles to and from the Loreto Property, in accordance with the terms hereof.
2. Grant of Access Rights by Loreto. Loreto, as owner of the Loreto Property, for itself, its successors and assigns, hereby declares, creates, grants and establishes a perpetual nonexclusive access license (the "Loreto Access License") for the benefit of the owner of the Fantasy's Property, its successors and assigns, customers and invitees for access by vehicles and pedestrians, together with a nonexclusive license for ingress and egress over the driveways, parking lots, and walkways located on the Loreto Property (collectively, the "Loreto Parking Lot"), including that portion of the Loreto Parking Lot that constitutes a part of the Cross Access Drive, sufficient to provide reasonable direct vehicular and pedestrian access to and across the Fantasy's Parking Lot and the Cross Access Drive, by such persons and vehicles to and from the Fantasy's Property, in accordance with the terms hereof.
3. Restrictions on Use.
  - (a) The Fantasy's Access License is intended only for the through movement of pedestrians and vehicles, and the short-term customer parking within the Fantasy's Parking Lot. The following uses are

expressly prohibited in the Fantasy's Parking Lot: (i) overnight parking; (ii) parking by employees of the businesses located on the Loreto Property; and (iii) parking of extended trucks, RVs, or other oversized vehicles.

- (b) The Loreto Access License is intended only for the through movement of pedestrians and vehicles, and short-term customer parking within the Loreto Parking Lot. The following uses are expressly prohibited in the Loreto Parking Lot: (i) overnight parking; (ii) employee parking by employees of the businesses located on the Fantasy's Property; and (iii) parking of extended trucks, RVs, or other oversized vehicles.

4. Maintenance. The owner of each property shall, at its sole expense, construct, maintain, replace and repair all driveways, parking lots, and improvements located on said party's property, which shall be kept and maintained in good condition and repair.

- (a) The owner of the Fantasy's Property will be responsible for operating, maintaining, repairing and replacing (including removal of snow and ice from) the driveways, parking lots, sidewalks and other areas within the Fantasy's Parking Lot and any lighting and signage installed in connection therewith. The Fantasy's Parking Lot shall be kept and maintained in good condition and repair.

- (b) The owner of the Loreto Property will be responsible for operating, maintaining, repairing and replacing (including removal of snow and ice from) the driveways, parking lots, sidewalks and other areas within the Loreto Parking Lot and any lighting and signage installed in connection therewith. The Loreto Parking Lot shall be kept and maintained in good condition and repair.

5. Defaults and Remedies. If either party hereto fails to comply with any provision herein ("Defaulting Party"), then the other party (the "Non-Defaulting Party") may, upon ten (10) days' prior written notice to the Defaulting Party, cure the default by the payment of money or performance of other action for the account of the Defaulting Party. The foregoing right to cure shall not be exercised if within ten (10) days notice (i) the Defaulting Party cures the default, or (ii) if the default is curable, but cannot reasonably be cured within that time period, the Defaulting Party begins to cure such default within such time period and thereafter diligently pursues such cure to completion. The ten (10) day notice period shall not be required if, using reasonable judgment, the Non-Defaulting Party deems that an emergency exists. In the event of such an emergency, the Non-Defaulting Party shall give reasonable notice under the circumstances to the Defaulting Party. Within ten (10) days following written demand, including copies of paid invoices, the Defaulting Party shall reimburse the Non-Defaulting Party of any sum reasonably expended by the Non-Defaulting Party to cure the default. The parties hereto shall also have the right to

restrain by injunction any violation or threatened violation by the other party hereto of any of the terms, covenants, or conditions hereof, or to obtain a decree to compel performance if any such term, covenant, or condition is not adequate. All remedies are cumulative and shall be deemed additional to any and all other remedies to which any owner or tenant may have at law or in equity.

6. Rights and Restrictions to Run with the Land. The benefits, burdens, licenses, and restrictions created by this Agreement shall constitute covenants running with the land and shall benefit and be binding upon all present and future owners, and their respective successors and assigns, of any portion of the Properties and upon each person having any interest therein derived through any owner thereof.
7. Modification or Termination. The rights and restrictions declared, granted, established, and conveyed herein are permanent in nature and may be modified, amended or terminated only by an agreement in writing signed by the owner of the Fantasy's Property and the owner of the Loreto Property. As and to the extent required for any reason, the owner of the Fantasy's Property and the owner of the Loreto Property agree to execute a recordable document to memorialize, record, or effect any such modification, amendment or termination.
8. Modification or Clarification of Licenses. In the event that subsequent to, and as a result of, any construction, addition, reconstruction or replacement of any improvements, it becomes necessary to correct, modify, define or precisely locate any license granted pursuant to this Agreement, the owner of the Fantasy's Property and the owner of the Loreto Property agree to cooperate in the preparation, execution, delivery, and recording of any instrument necessary or reasonably appropriate to such purpose.
9. Further Actions. The owner of the Fantasy's Property and the owner of the Loreto Property shall execute and deliver all further documents and take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.
10. Governing Law. This Agreement is entered into in and shall be governed by and construed in accordance with the internal laws of the State of Nebraska.
11. Severability. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.
12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Fantasy's, Loreto, and their successors and assigns. Notwithstanding the foregoing, a party shall only be liable for the performance of the obligations arising under and pursuant to this

Agreement to the extent such obligations arose during the time such party had an interest in one of the Properties.

13. Waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.
14. No Partnership or Third Party Beneficiary. This Agreement and any further documents or actions executed by the Parties in connection herewith shall not create nor be deemed under any circumstances to create any joint venture or partnership between the Parties or render them joint venturers or partners. This Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. No other person or entity shall have or acquire any rights or remedies under this Agreement.
15. No Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.
16. Time of the Essence. Time is of the essence in this Agreement.

*[The Remainder Of This Page Has Been Left Blank Intentionally.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the date first above written.

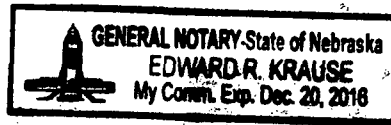
FANTASY'S INC., a Nebraska corporation

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LORETO, LLC, a Nebraska limited liability company

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

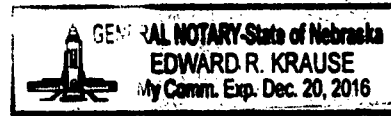
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Douglas )



The foregoing instrument was acknowledged before me this 29th day of January, 2016, by John Spawt, President of Fantasy's Inc., a Nebraska corporation, on behalf of said corporation.

[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Douglas )



The foregoing instrument was acknowledged before me this 29th day of January, 2016, by John Spawt, MANAGING PARTNER of Loreto LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Signature]  
Notary Public